

# Insurance Counsel Journal

April, 1953

VOL. XX

NO. 2

## PRE-CONVENTION ISSUE

Twenty-Sixth Annual Convention

Chateau Frontenac Hotel

Quebec, Canada

June 29-30, July 1, 1953

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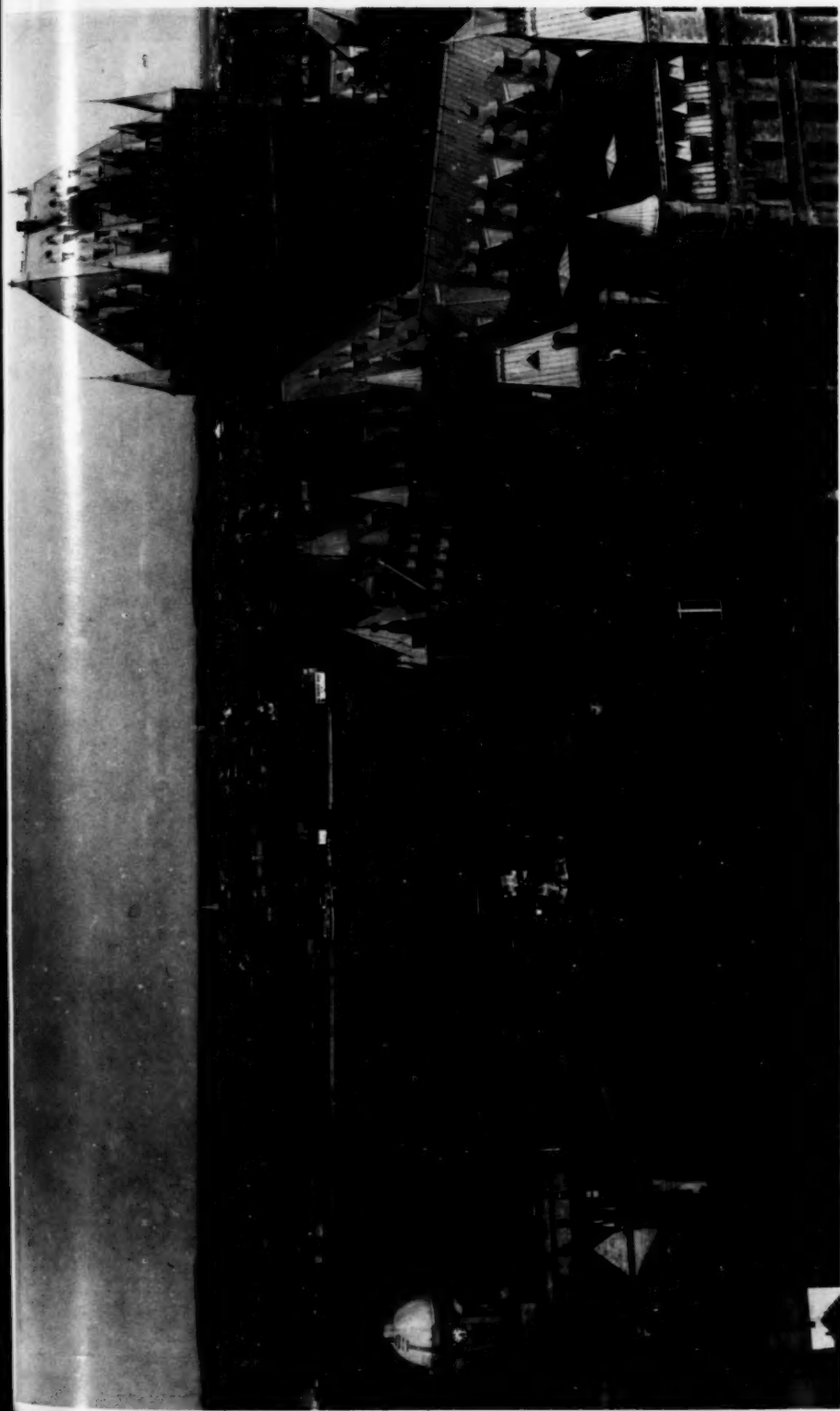
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*Chateau Frontenac Hotel — Quebec, Canada  
Twenty-Sixth Annual Meeting — June 29-30, July 1, 1953*

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1952-1953

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MILO H. CRAWFORD	1938-1939	WAYNE E. STICHTER	1950-1951
GERALD P. HAYES	1939-1940	JOSEPH A. SPRAY	1951-1952

## PURPOSE

The purpose of this Association shall be to bring into close contact by association and communication lawyers, barristers and solicitors who are residents of the United States of America or of any of its possessions or of any country in the Western Hemisphere, who are actively engaged wholly or partly in the practice of that branch of the law pertaining to the business of insurance in any of its phases or to Insurance Companies; to promote efficiency in that particular branch of the legal profession, and to better protect and promote the interests of Insurance Companies authorized to do business in the United States of America or in any country in the Western Hemisphere; and to encourage cordial intercourse among such lawyers, barristers and solicitors, and between them and Insurance Companies generally.



## President's Page

**T**HIS is the last message I shall have the privilege of addressing to you through the medium of our Journal. Come July 1, and the adjournment of our Quebec meeting, this page will be written by our new president, J. A. Gooch. I predict that in his most capable hands our Association will make rapid and healthy strides to new heights in prosperity and success.

As I pen these words I am deeply conscious of the rare opportunity you have given me to be of some service to you. I shall be happy if I have made even some small contribution along the way.

From the vantage point which I have had during the past year I have had the good fortune to be able to evaluate the esteem in which your Association is universally held. As a professional group it has no superior in its field. Its stature and influence are recognized internationally, true to its name. And yet this attainment of eminence has not detracted from the warmth of neighborly friendliness so deeply embedded in our individual membership.

To all of us comes the responsibility to contribute our share of effort towards maintaining our magnificent structure on the high plateau on which it is built; and to ever extend its influence and prominence to completely attain the goals for which we have become associated. I am emboldened to bespeak for you to the incoming administration which will guide our destinies for the coming year your good will, your interest and your cooperation.

Elsewhere in the Journal you will note some comments on the coming Quebec meeting beginning June 29. The present list of reservations indicates that we shall have the largest attendance there in our history. Every effort is being made to give our members, and their families, plenty of opportunities to enjoy their visit to Quebec.

Elsewhere, too, in the Journal will be found notices of proposed amendments to our By-Laws. The reasons for the suggested changes will be fully explained at the opening session of our annual meeting so that you might take such action as you desire.

May I ask all of the Chairmen and Vice-Chairmen of the Standing Committees to continue to check on the work of their committees so that a full report from each committee will be ready for the Quebec meeting.

See you in Quebec!

A. R. CHRISTOVICH

*President*

## Twenty-sixth Annual Meeting — June 29, 30 and July 1, 1953 Chateau Frontenac, Quebec City, Quebec, Canada

### MEMBERS' ATTENTION

Advance registrations augur well for one of the most successful conventions in our Association's history. Reservations have already passed the 1,000 mark. Your President, your Officers, and the Convention Committees are doing yeoman service to provide an exceptionally entertaining and instructive program for you. A tentative convention program appears on succeeding pages of this issue of the Journal.

### REGISTRATION, HOTEL RESERVATIONS, AND RATES

If you have not already made your reservation and do not have the double card for this purpose which was enclosed with the letter from the Secretary which you received last October, please write to your Secretary, John A. Kluwin, at once requesting a double card. All available space at the Chateau Frontenac has been reserved, but arrangements have been made at two other nearby hotels to accommodate you.

In the event it becomes necessary for you to cancel your reservation before June 10, 1953, the \$15.00 registration fee will be refunded to you.

The hotel rate schedule (American Plan) is as follows: \$14.50 per day per person for two persons in a room with private bath, \$16.50 per day per person in a single room with private bath, \$12.00 per day for an adult third person occupying a cot bed in a double room, and \$11.50 per day for a child under seven years of age occupying a cot bed in a double room, the adult rate to apply to all children seven years of age or older. The convention rates will apply from June 26 through July 2, 1953.

In order to avoid the nuisance and inconvenience of individual tipping, arrangements have been made to add 8 per cent to each person's bill to take care of waiters and chambermaids. Gratuities to bellboys for handling your baggage and for other personal services must be taken care of by each guest on an individual basis.

### TRANSPORTATION

Special transportation arrangements have been made through the Drake Travel Service, Inc., 919 North Michigan Avenue, Chicago 11, Illinois, as you were advised by a special letter in March. If you have not made your train reservation or requested reservations for the special sightseeing tours in and about Quebec City, please write to the Drake Travel Service, Inc., at once as more reservations are needed in order to insure the running of the special train and private coaches for the sightseeing trips.

### GOLF

There will be no golf tournaments this year, but through the courtesy of the management at the Chateau Frontenac, arrangements have been made for our members and guests to play golf at the Royal Quebec Golf Club located seven and one-half miles from Quebec City. The green fee is \$3.00 for gentlemen and \$2.00 for ladies. Transportation by taxicab from the hotel to the golf course will be available at \$3.00 each way, the taxicabs to accommodate four or five persons.

### POST-CONVENTION SAGUENAY RIVER CRUISE

Arrangements have also been made for a post-convention Saguenay River Cruise leaving from Quebec City at 7:00 A.M. on July 2, 1953, and returning to Montreal at 7:00 A.M. on July 4, 1953. Information regarding this cruise has also previously been sent to you. If you have not made your reservation for this cruise, please contact the Drake Travel Service, Inc., at once.

### FINAL BULLETIN

All members and their guests who have made reservations for the convention can expect a final letter from your Secretary covering any last minute details and a pamphlet entitled "Information for Tourists Crossing the Border" which you will find very helpful.

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## Entertainment At Quebec Annual Meeting

L. J. CAREY, *General Chairman*

**MES DAMES**, Mademoiselles, Messieurs:

Brush up on your French grammar, get your tummy set for French pastry et al, adjust your sights for some old country scenery, and have the missus prepared for some interesting shopping.

Our convention this time will be different in many ways and if you adjust yourself to the new setting your enjoyment will be unlimited.

This year golf will be on a "select your own time and partner" basis, with ample opportunity and transportation provided. However, there will be no "Tournament," as such, and none of those lush prizes of the past.

Two new events will take place and should make acceptable substitutes for any events omitted this year. One is a full afternoon—Tuesday—for sightseeing trips to Upper and Lower Quebec, the Island of New Orleans (especially named for President Christovich), Sainte Anne de Beaupre and Montmorency Falls.

With no other program, here is a chance for the family to all enjoy it together. The other new event is the trip up the Saguenay River. If you haven't been, go.

Of course, the entertainment would not be complete without several of the old

stand-by happenings. The President's Reception on the first night will put the Convention in a fluid state, and the party of the Humble Humbugs on the second night (called a Mint Julep Party regardless of what they can afford to serve) will be the "pick-up" that many will need after riding all over Quebec.

The International Cabaret will present a stellar attraction of the Association's best talent on Monday night, and on Tuesday night—following the banquet—we will have two programs of choral music by the famous Le Choeur d' Aubigny of Quebec. First there will be a rendition of native folk songs in native costumes and then a series of light concert numbers in formal dress.

Monday is really "Ladies' Day" (However, as the song goes: "Every Day is Ladies' Day with Me.")

It starts out at 12:15 p.m. with the now famous "Reception for Wives of New Members" in the Champlain Room, under the chairmanship of Mrs. R. W. Shackelford, luncheon in the Jacques Cartier Room, and then the Bridge and Canasta Tournament, under the leadership of Mrs. Forrest Smith.

Interesting! *n'est-ce pas?*

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### Insurance Counsel Journal

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GEORGE W. YANCEY, *Editor*  
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BIRMINGHAM, ALABAMA

The Journal welcomes contributions from members and friends, and publishes as many as space will permit. The articles published represent the opinions of the contributors only. Where Committee Reports have received official approval of the Executive Committee it will be so noted.

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### Annual Convention

Chateau Frontenac Hotel

Quebec, Canada

June 29-30, July 1, 1953

## QUEBEC

THOMAS N. PHELAN  
Toronto, Ontario

ONE spring morning over one hundred years ago, Charles Dickens stood on the terrace outside the Chateau Frontenac and wrote: "The impression made upon the visitor by this Gibraltar of America, its giddy heights, its citadel suspended, as it were, in the air; its picturesque, steep streets and frowning gateways, and the splendid views which burst upon the eye at every turn is at once unique and lasting. It is a place not to be forgotten or mixed up in the mind with other places, or altered for a moment in the crowd of scenes a traveller can recall."

I am sure all members of the Association who visit Quebec for the Annual Meeting will echo the sentiments of this great English novelist.

The impressive setting where we are to meet was also undoubtedly appreciated by President Roosevelt and Prime Minister Churchill when they met there in 1943 for their epoch-making Conference.

Quebec City occupies a unique place in the history of the New World. It is the only walled city in North America; it has been systematically fortified in five successive centuries from the stockades built by Jacques Cartier in the 16th Century to the present environmental defences.

There are several theories as to how the name "Quebec" originated. Some think it came from an Algonquin Indian word "TEBEK", meaning "straight", and was used in reference to the narrowing of the St. Lawrence River at the point where it now passes under the Quebec bridge. Others believe the name derived from early French explorers who sailed up the St. Lawrence, looked upon the great rock and exclaimed "Quel-bec", meaning "what a promontory".

Quebec (or "Kay-bec" as it is always pronounced by French-Canadians) is a name synonymous with history, adventure and romance. It is a name recalling the exploits of Cartier, Champlain, Montcalm and Wolfe, the three Frenchmen and one Englishman who ably shaped the destiny of Canada. The memory of these men and

many others who wrote the early history of New France is preserved for posterity in the many monuments, plaques and tablets throughout the city.

Champlain was a deeply religious man and his strong faith impressed everyone. The building of a church was as important to him as construction of adequate shelter. The Angelus was rung three times each day and the early colonists formed habits of prayer which have been passed on through generations to the present inhabitants of the province. But this founder of Quebec who possessed an unflinching patience with the details of building a colony never lost the explorer's thirst for new horizons. Even while establishing Quebec, Champlain sought the North-West Passage by following the Ottawa River and he is one of the first men to suggest the building of the Panama Canal to eliminate the long voyage around Cape Horn.

One memorial always sought out by visitors to Quebec is the Conjoint War Monument to the memory of Montcalm and Wolfe erected on the edge of the Plains of Abraham only a mile or two from the Chateau Frontenac where both generals were fatally wounded in battle. During the seven years war between England and France it became obvious that a great struggle would be staged for America. Americans remember this War for Braddock's campaign, the expulsion of the Acadians, the massacre at Fort William Henry, and the capture of Lewisburg and Fort Frontenac. The Canadians remember the war mainly for the siege of Quebec in 1759 when the British General Wolfe sailed up the St. Lawrence, scaled the steep cliffs and defeated the French general in battle the following day. In the peace treaty which was subsequently signed, Quebec was guaranteed the preservation of its language and religious customs.

The original Chateau Frontenac was built in 1893, close to the site of Champlain's old Fort St. Louis. At the turn of the twentieth century the capacity of the Chateau was doubled, and today the 17-story structure with its shining copper roofs

and dignified Norman towers is one of the most renowned hotels in the world.

The square in front of the Chateau is part of oldest Quebec, once a drill ground for the army, and before that a place where the Huron Indians sought shelter from the Iroquois.

No trip to Quebec is complete without a visit to the Island of Orleans. When Cartier landed on the island in 1535 he named it the "Island of Bacchus" because of the profusion of wild grapes he found. A drive around the island takes the visitor through six parishes where some of the oldest churches in America still stand. These churches, displaying the skill of the 18th century architect are also repositories of remarkable wood carvings and contain work by the earliest goldsmiths and silver-smiths. Some of you will wish to take the famous Saguenay Cruise. From the ship will be seen the spectacular sight of Montmorency Falls, the highest waterfall in Canada, which tumbles 274 feet into the St. Lawrence just seven miles below the city of Quebec. The St. Lawrence is a river of churches. Sailing on the river one is always impressed with the number and variety of the church spires that dot the shoreline. One of the most magnificent churches glimpsed from the water is that of Ste. Anne de Beaupre, the famed pilgrimage center which attracts tourists and pilgrims from all over the world. The cruise also includes a stop at Murray Bay and Tadoussac, two of Canada's most celebrated summer resorts. The world-famous Manoir Richelieu rises in Norman splendour over Murray Bay and further on the Hotel Tadoussac overlooks the mouth of the Saguenay where that river flows into the St. Lawrence.

In the beginning Quebec was essentially a trading community; the French pioneers who sailed up the St. Lawrence in the 16th Century were primarily interested in the fur trade with the Indians. They were little concerned with agriculture. Today

Quebec City is the pulse of Canada's largest province, which is playing a leading role in the country's industrial expansion.

Perhaps the greatest single natural resource in the province today is found in the rivers and streams of the St. Lawrence River system. This wealth of water power selling at the lowest average price in North America has made Quebec a world leader in the development of hydro-electric power.

It is interesting to note that the French language has not proved a barrier to the development of English-speaking enterprises in the province. A French-speaking resident of Quebec usually masters the English language with a speed and facility which normally surpasses the ability of his English-speaking colleague to acquire French.

The right to their own language, religion, customs and culture inherited by the French settlers since 1763 and sanctioned by treaty when Canada passed from the French to the British king has been continued to this day.

Today the French-Canadians are loyal to the Dominion of Canada and wish to remain within the British Empire; their tie with Great Britain was securely knotted by the visit of the King and Queen in 1939.

Today Quebec is a land of striking contrasts where the old walks hand in hand with the new. Quebec marches in step with the twentieth century while wearing the homespun habilaments of the seventeenth century.

Jet pilot aeroplanes shoot over farm fields where oxen draw the plough; past mud-walled farm houses where electricity lights the work of the housewife at her spinning wheel; past fishing villages where the fisherfolk put to sea in 17th century fishing smacks powered with diesel engines.

You will enjoy your visit to Quebec and profit by what you learn of the history and culture and industrial progress of the province. Be sure to come.



## International Association of Insurance Counsels' Second Special Train—Transportation And Kindred Subjects

L. DUNCAN LLOYD

*Chairman Transportation Committee*

**I**F you are looking with a jaundiced eye at too-familiar surroundings, just send to the DRAKE TRAVEL AGENCY, Palmolive Building, North Michigan Avenue, Chicago, Illinois, a reservation for the special train to Quebec and the post-convention cruise up the Saguenay River.

On June 27 a special train leaves from the Illinois Central Twelfth Street Station, Chicago, Illinois, U. S. A., at 2 p.m. Central Standard Time, or 3 p.m. Daylight Saving Time. For those kindred souls who will join us in Detroit the Michigan Central promises to have the special train arrive at its terminal at 9:15 p.m. Eastern Daylight Saving Time. You will get to Quebec City in midafternoon on June 28, where the stupendous, colossal, gigantic castle hostelry of the Canadian Pacific Railroad Company—the Chateau Frontenac—will greet you with open arms and proceed forthwith to separate you from what is commonly known as “coin of the realm.” Don’t feel bad, because the accommodations are delightful—the food is delectable—and last, but not least, you will find your friends, who are congenial companions. What more would you want?

While in Quebec don’t overlook its interesting sights. You may recall that Quebec was founded in 1608 by Samuel de Champlain and in later years the scene of heroic deeds in the struggle between two great nations for supremacy on the North American continent and is now one of the leading cities in Canada. It is also the oldest city in America and still is the capital of the province and upon its heights are located the Provincial Parliament Buildings. Its harbor today ranks among the finest ports in the world.

Few cities in the world offer the traveler so impressive and beautiful a skyline as does Quebec, with the main portion of the city built upon the same level as the towering citadel at a height of 350 feet above the St. Lawrence, with the lofty central tower of the famous Chateau Frontenac piercing the skies above the whole.

To enumerate some of the attractions are: The famous Citadel, built in 1823, one of the most complete defensive works of this type in America today; the Battlefields Park, on the Plains of Abraham, where Wolfe and Montcalm fought their last great battle to decide the future allegiance of Canada; the site of the death of Montgomery, who fell at the Pres de Ville barricade on Champlain Street during his unsuccessful attempt to conquer Quebec in the year 1775; Montmorency Park, site of the Parliament Buildings of Canada prior to Confederation, which united all the Provinces in a single Dominion in 1868; the Quebec Seminary, the oldest institution of learning in Canada, established by Monseigneur de Laval; Dufferin Terrace; Notre Dame des Victoires Church, the oldest church in Quebec and on the continent; the Quebec Basilica; Montcalm’s headquarters; the Hotel Dieu Hospital; the Ramparts surrounding the heights of the city; the old St. Louis, Kent and St. John city gates and many historic monuments.

Situated twenty-one miles below the ancient capital on the north shore of the St. Lawrence is the world-famous shrine of Ste. Anne de Beaupre. Pilgrims from all parts of the American continent and indeed from many countries of the world flock to the miraculous shrine of Ste. Anne every year, to implore the mother of the Blessed Virgin to once again give visible proof of her heavenly puissance and relieve them of their physical ailments.

The village of Ste. Anne de Beaupre was visited by a great catastrophe on March 29, 1922, when its beautiful old Basilica containing the famous shrine, and also the monastery and juvenate of the Redemptorist Fathers were completely destroyed by fire. It was a sad loss to the faithful of America, but, just as there are few dark clouds without their silver lining, so it was on this tragic occasion, for the invaluable relic consisting of a portion of the arm of Ste. Anne, was saved intact. The statue

of the saint on the apex of the facade of the church remained untouched between the two belfries, both of which crumbled in the flames. The large bell, known as the Pilgrim's Bell, was only slightly damaged and it was sent to France to be recast, so that its familiar tones would once again be heard summoning the faithful to their devotions, but henceforth from the belfry of a much grander basilica than that which was destroyed in 1922. An imposing cathedral has been under construction on the site of the destroyed sanctuary, which is expected to be completed shortly.

In the Cyclorama Building at Ste. Anne de Beaupre, may be seen a wonderful oil painting of the Holy City of Jerusalem considered one of the world's masterpieces. This celebrated picture is not only an object of enthusiastic admiration, but is regarded with peculiar feelings of reverence by pilgrims who visit the Shrine of Ste. Anne de Beaupre.

The Island of Orleans (and don't get confused—this was not named in honor of our president, Alvin Christovich) commands a wonderful view of the City of Quebec and Montmorency Falls with the Laurentian Mountains in the background to the west and north, and the towering coastline of Levis to the south. The oldest convent, four of the oldest churches, numerous old seigneurial mills and the finest collection of typical old French farm houses to be found in Canada will be seen while on the trip around the island.

The Island of Orleans was where General Wolfe landed at a point now included in the parish of St. Laurent, on June 27, 1759. There the British general established his headquarters and commenced preparations for the siege of Quebec. Prior to that, however, it was visited by Jacques Cartier, the discoverer of Canada, on his second voyage to the St. Lawrence. Jacques

Cartier, on setting foot on the island, christened it the Island of Bacchus, because of the numerous wild grape vines which grew there. He afterwards rechristened the island in honor of the Duke of Orleans.

To sum it all up, if you want to see these historic spots get your reservations in advance to be assured of them.

Now that you will be completely exhausted by the strenuous activities of the convention and its appurtenances thereunto belonging, you should take the Saguenay River cruise, both up and down the St. Lawrence, because, to use the language of the folder:

"CRUISING on Canada Steamship perfectly appointed liners is the most relaxing of all vacations . . . blends the greatest variety of activities afloat and ashore . . . takes you through a foreign land of rich historic interest and scenic grandeur . . . the piney northern air mingling with a salty whiff from the Atlantic gives new zest to living . . . the tensions of mind, muscle and nerve are loosened and you go home a new creature." (More or less financially embarrassed).

The net result of everything, from the foregoing, is to get your reservations for the trip pronto!

Last—125 revenue passengers are needed to have the special train from Chicago. As of the time this goes to press, 30 more reservations are needed and if more come in the New York Central and Canadian Pacific will be very happy to supply additional equipment. Don't put off making your reservations until the last minute. Some of you may remember the good fun and congeniality that prevailed on the 1948 special train to points west. This year we're going down east.

Won't you join us?

## Twenty-Sixth Annual Convention

Chateau Frontenac Hotel

Quebec, Canada

June 29-30, July 1, 1953

## Convention Committees

### GENERAL ENTERTAINMENT COMMITTEE

*Chairman:* Carey, L. J.—Detroit, Mich.

*Vice-Chairmen:* Gooch, Mrs. J. A.—Ft. Worth, Tex.

Wicker, John J., Jr.—Richmond, Va.

Baylor, F. B.—Lincoln, Neb.  
Boutin, J. Pierre—Quebec, Canada.  
Dickie, Mrs. J. Roy—Winter Park, Fla.  
Eager, Mrs. Pat H., Jr.—Jackson, Miss.  
Ely, Wayne—St. Louis, Mo.  
Fields, Ernest W.—New York, N. Y.  
Hayes, Mrs. Gerald P.—Milwaukee, Wis.  
Kitch, Mrs. John R.—Chicago, Ill.  
LaBrum, J. Harry—Philadelphia, Penn.  
Lacoste, Roger—Montreal, Canada.  
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Montgomery, Mrs. Richard B., Jr.—New Orleans, La.  
McGinn, Denis—Escanaba, Mich.  
McGough, Mrs. Paul J.—Minneapolis, Minn.  
Parker, Leo B.—Kansas City, Mo.  
Phelan, Mrs. Thomas N.—Toronto, Canada.  
Reed, Peter—Cleveland, Ohio.  
Ryan, Lewis C.—Syracuse, N. Y.  
Smith, Willis—Raleigh, N. C.  
Stichter, Mrs. Wayne E.—Toledo, Ohio.  
White, Mrs. Lowell—Denver, Colo.

### RECEPTION COMMITTEE FOR NEW MEMBERS

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*Vice-Chairman:* Nelson, Robert M.—Memphis, Tenn.

Atkins, C. Clyde—Miami, Fla.  
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Caverly, Raymond N.—New York, N. Y.  
Crawford, Milo H.—Detroit, Mich.  
Earnest, Robert L.—West Palm Beach, Fla.  
Ely, Wayne—St. Louis, Mo.

Johnson, F. Carter, Jr.—New Orleans, La.  
Rollins, H. Beale—Baltimore, Md.  
White, Jacob S.—Indianapolis, Ind.  
White, Lowell—Denver, Colo.

### RECEPTION COMMITTEE FOR WIVES OF NEW MEMBERS

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*Vice-Chairmen:* Caverly, Mrs. Raymond N.—New York, N. Y.

Gould, Mrs. Charles P.—Los Angeles, Calif.

Ahlers, Mrs. Paul F.—Des Moines, Iowa.  
Anderson, Mrs. John H., Jr.—Raleigh, N. C.  
Barton, Mrs. John L.—Omaha, Neb.  
Betts, Mrs. Forrest A.—Los Angeles, Calif.  
Grubb, Mrs. Kenneth P.—Milwaukee, Wis.  
Kluwin, Mrs. John A.—Wilwaukee, Wis.  
Marryott, Mrs. Franklin J.—Boston, Mass.  
Moody, Mrs. L. Denman—Houston, Tex.  
Morris, Mrs. Stanley C.—Charleston, W. Va.  
Sweitzer, Mrs. Mearl—Wausau, Wis.  
Waechter, Mrs. Arthur J., Jr.—New Orleans, La.

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*Vice-Chairman:* Lloyd, Mrs. L. Duncan—Chicago, Ill.

Baylor, Mrs. F. B.—Lincoln, Neb.  
Brown, Mrs. Oscar J.—Syracuse, N. Y.  
Cope, Mrs. Kenneth B.—Canton, Ohio.  
Diehm, Mrs. Ellis R.—Cleveland, Ohio.  
Dodd, Mrs. Lester P.—Detroit, Mich.  
Gongwer, Mrs. J. H.—Mansfield, Ohio.  
Grubb, Mrs. Kenneth P.—Wilwaukee, Wis.  
Kammer, Mrs. Alfred C.—New Orleans, La.  
LaBrum, Mrs. J. Harry—Philadelphia, Pa.  
Lucas, Mrs. Wilder—St. Louis, Mo.  
Porteous, Mrs. W. A.—New Orleans, La.  
Yancey, Mrs. George W.—Birmingham, Ala.

## Twenty-Sixth Annual Convention

Chateau Frontenac Hotel

Quebec, Canada

June 29-30, July 1, 1953



## PROVISIONAL PROGRAM

26TH ANNUAL MEETING OF THE ASSOCIATION

JUNE 29, 30-JULY 1, 1953

CHATEAU FRONTENAC, CANADA

\* \* \*

SUNDAY, JUNE 28

2:00 P.M. Registration of Members and Guests.

4:00 P.M. Meeting of the Executive Committee.

\* \* \*

MONDAY, JUNE 29

—MORNING—

8:00 A.M. Continued Registration of Members and Guests.

9:00 A.M. General Session:

1. Roll Call and Reading of Minutes.
2. Address of Welcome—Hon. Geo. LaFrance of Quebec, Insurance Commissioner for Province of Quebec.
3. Response on behalf of members and guests. (Speaker to be announced).
4. Introduction of New Members—Kenneth B. Cope of Canton, Ohio in charge.
5. Report of President.
6. Report of Secretary John A. Kluwin.
7. Report of Treasurer Charles E. Pledger, Jr.
8. Address by prominent Guest Speaker.
9. Report of Editor of the Journal, George W. Yancey.
10. Report of Memorial Committee, F. B. Baylor, Chairman.
11. Report of Standing Committees.
12. Proposed Amendments to By-Laws relating to increase in dues and membership eligibility—Lester P. Dodd and Stanley C. Morris on behalf of the Executive Committee.

## PROVISIONAL PROGRAM

### 13. Announcements—

- (a) Open Forum—L. Denman Moody, Chairman.
- (b) General Entertainment—L. J. Carey, Chairman.
- (c) Ladies' Bridge and Canasta—Mrs. R. W. Shackelford, Chairman.
- (d) Reception for Wives of New Members—Mrs. Forrest Smith, Chairman.
- (e) Reception for New Members—Kenneth B. Cope, Chairman.

### 14. Appointment of Nominating Committee.

### 15. Announcement by Chairman of Nominating Committee.

#### —AFTERNOON—

2:00 P.M. Open Forum—L. Denman Moody, Chairman; Richard B. Montgomery, Jr., Vice Chairman.

- 1. Relationships Between Primary and Excess Insurance Carriers in Cases Where Judgment or Settlement Value Will Exhaust Primary Coverage.—William E. Knepper, Columbus, Ohio.
- 2. Comment on *Miami Transit v. Edwards*, 60 So. (2d) 197, (affirmed per curiam) and to What Extent the Defendant May Go In Showing Recovery of Plaintiffs After Verdict.—A. Lee Bradford, Miami, Florida.
- 3. Demonstrative Evidence—a practical evaluation of its use by both plaintiffs' and defendants' attorneys; and methods to minimize its effect. Wallace E. Sedgwick, San Francisco, California.
- 4. A general floor discussion on each topic will follow.

6:30 P.M. President's Reception.

8:00 P.M. Dinner.

9:00 P.M. Entertainment and Dancing.

\* \* \*

## PROVISIONAL PROGRAM

TUESDAY, JUNE 30

—MORNING—

9:30 A.M. Open Forum.

Medicolegal Trial Techniques of Defense Counsel in Meeting Claims of Alleged Neuropsychiatric Disabilities. — Hubert Winston Smith, LL.B.; M.D.; Professor of Law and Legal Medicine; Director, The Law-Science Institute, University of Texas.

—AFTERNOON—

The entire afternoon will be given over to sightseeing trips to upper and lower City; Island of New Orleans; Ste. Anne DeBeaupre; Montmorency Falls.

6:00 P.M. Humble Humbug's Mint Julep Party.

7:30 P.M. Annual Banquet followed by Entertainment and Dancing.

\* \* \*

WEDNESDAY, JULY 1

9:00 A.M. General Session—

1. Address by Mr. Ray Murphy, General Counsel, Association of Casualty and Surety Companies.
2. Awarding of prizes in Ladies' Bridge and Canasta Tournament.
3. Unfinished business.
4. New business.
5. Report of Nominating Committee.
6. Election of Officers and Members of the Executive Committee.
7. Induction of New President—J. A. Gooch.
8. Adjournment, President Gooch.

—AFTERNOON—

2:00 P.M. Meeting of New Executive Committee.

2:00 P.M. Meeting of Standing and Special Committees appointed by President Gooch—location of meetings to be announced.

\* \* \*

THURSDAY, JULY 2

7:00 A.M. Saguenay River Trip begins.

## Notice Of Proposed Amendments To By-Laws Of International Association Of Insurance Counsel

**I**T was moved by a member of the Executive Committee at its mid-winter meeting in January, 1953, which motion was unanimously adopted, that Article III of the By-Laws of the Association be amended to read as follows:

### ARTICLE III

#### QUALIFICATIONS FOR MEMBERSHIP

"Any person who is a member of the bar of the court of last resort of a State, Territory or Possession of the United States of America or of the District of Columbia or of a province of the Dominion of Canada or who is a member of the bar of the court of last resort of any Country in the Western Hemisphere, and who is actively engaged in the practice of law within the territory comprising any of the political units enumerated above in this Article, and is of high professional standing and who devotes and has devoted for five years preceding his application for membership a substantial portion of his professional time to the representation of Insurance Companies:

- "(a) in the handling as legal counsel of litigated cases, or
- "(b) in dealing with the general legal problems involved in the home office administration of such companies, or
- "(c) as a full-time member of the legal staff of an industry association of Insurance Companies of nationwide or regional scope,

and who shall meet such further requirements and qualifications for membership as the Executive Committee may from time to time prescribe, shall be eligible to membership in this Association upon nomination and election in accordance with these By-Laws; provided, however, that service on the bench or as a public official engaged in the supervision or regulation of the insurance business for all or any part of the five years immediately preceding an application for membership shall satisfy, pro tanto, the foregoing five-year prior experience requirement."

It was further moved by a member of

the Executive Committee, which motion was unanimously adopted, that Sec. 3 of Article IV be amended to read as follows:

### ARTICLE IV

#### NOMINATION AND ELECTION OF MEMBERS;

#### TERMINATION OF MEMBERSHIP

"Sec. 3. When a member ceases to devote a substantial portion of his professional time to the type of activity mentioned in ARTICLE III hereof, or retires from the practice of law temporarily or permanently, except to take a position on the bench or as a public official engaged in the supervision or regulation of the insurance business, his membership shall be terminated by the Executive Committee when such member's change of status comes to its notice, unless it shall otherwise be determined by the Executive Committee."

At said meeting the Executive Committee also unanimously adopted the following resolution in reference to the amendment of Sec. 2 of Article V of the By-Laws of the Association, which amendment was recommended to the Executive Committee by a special committee appointed by the President to consider the same:

"**BE IT RESOLVED** that Sec. 2 of Article V of the By-Laws be amended to read as follows:

"Each member shall pay to the Association annual dues for the period beginning November 1st of each year and ending the following October 31st, payable November 1st of each year in advance, in such amount as shall be fixed by the Executive Committee, said annual dues not to exceed the sum of Twenty-Five Dollars (\$25.00). The annual dues shall include subscription of the member to the Insurance Counsel Journal."

**NOTICE IS HEREBY GIVEN**, pursuant to Article XVI of the By-Laws, that the Executive Committee will present the proposed amendments to Article III, Sec. 3 of Article IV, and Sec. 2 of Article V of the By-Laws for approval at the annual meeting of the Association to be held at the Chateau Frontenac, Quebec City, Quebec, Canada, on June 29, 30, and July 1, 1953.

JOHN A. KLUWIN, Secretary

## Report of Metropolitan Mid - Winter Meeting of Members of International Association of Insurance Counsel

PRICE H. TOPPING, *Chairman*  
New York City, N. Y.

THE eleventh annual Mid-Winter Reception and Luncheon for the members of the Association and their families and friends from the Metropolitan Area was held at the Biltmore Hotel in New York City on January 31, 1953.

This gathering was started during the war years by Oscar Brown, Ray Caverly and Jim O'Hara when transportation was curtailed, and has continued to grow in popularity, enthusiasm and attendance. This year the largest attendance ever was achieved, and that was 131 members and guests. This was in spite of the fact that the usual complement of Executive Committee members and their wives were not present as they were all heavily engaged in conducting the affairs of the Association at their Mid-Winter Meeting in Miami. Large groups came from Philadelphia, Pittsburgh, Buffalo, New Haven and numerous other cities.

Robert Storey, of Dallas, Texas, President of the American Bar Association, was present and addressed a cordial greeting to the Association members present. Alfred J. Bohlinger, Superintendent of Insurance of the State of New York, together with his charming bride, were introduced. There were no speeches, and no business was transacted.

The reception and luncheon were handled by the committee of Milton Baier, Ernest Fields, and Price Topping as Chairman.

Those who attended were:

Mr. and Mrs. Milton Baier, Buffalo, N. Y.

Mr. and Mrs. Harold Scott Baile, Philadelphia, Pa.

Mr. Robert J. Bell, New York, N. Y.

Mr. and Mrs. Fred Benson, New York, N. Y.

Mr. and Mrs. Morgan Bisselle, Utica, N. Y.

Honorable and Mrs. Alfred Bohlinger, New York, N. Y.

Mr. Jules Brandes.

Mr. and Mrs. Oscar Brown, Syracuse, N. Y.

Mr. and Mrs. Pat Burke, Philadelphia, Pa.

Mr. and Mrs. William Campbell, Philadelphia, Pa.

Mr. and Mrs. Ray Caverly, New York, N. Y.

Mr. and Mrs. Ross Chamberlin, New York, N. Y.

Mr. and Mrs. Sanford Chilcote, Pittsburgh, Pa.

Mr. George Conway.

Mr. and Mrs. Robert Dart.

Mr. and Mrs. James Dempsey, White Plains, N. Y.

Mr. and Mrs. Herbert Dimond, New York, N. Y.

Mr. and Mrs. Harlan Don Carlos, Hartford, Conn.

Mr. James Donovan, New York, N. Y.

Mr. Walter Evans, New York, N. Y.

Mr. William W. Evans, New York, N. Y.

Mr. William W. Evans, Jr., New York, N. Y.

Mr. Ernest Fields, New York, N. Y.

Mr. Meyer Fix, Rochester, N. Y.

Mr. Manly Fleischmann, Buffalo, N. Y.

Mr. Charles Gallagher, Norwich, N. Y.

Mr. and Mrs. Donald Gallagher, Albany, N. Y.

Mr. Frederick Garfield, New York, N. Y.

Mr. George A. Garvey, Philadelphia, Pa.

Mr. and Mrs. William Geenty, New Haven, Conn.

Mr. and Mrs. Paul Gouldin, Binghamton, N. Y.

Mr. Alex Gourley, New York, N. Y.

Mr. John W. Hand, New York, N. Y.

Mr. and Mrs. Dick Hartig.

Mr. Paul Hassett, Buffalo, N. Y.

Mr. W. W. Jones, New York, N. Y.

Mr. and Mrs. John Kerr.

Mr. and Mrs. William Kiley, Oneida, N. Y.

Mr. and Mrs. Oliver King, White Plains, N. Y.

Mr. and Mrs. Lionel Kristeller, Newark, N. J.

- Miss Evelyn Lahey, New York, N. Y.  
 Mr. John E. Leach, New York, N. Y.  
 Mr. Edward J. Lee, Norwich, N. Y.  
 Mr. A. R. Marasco.  
 Mr. John Martin, Philadelphia, Pa.  
 Mr. and Mrs. William Martin, New York, N. Y.  
 Mr. and Mrs. Al Mayer, Philadelphia, Pa.  
 Mr. and Mrs. Sidney McCord, Camden, N. J.  
 Mr. James McGuire, Philadelphia, Pa.  
 Mr. and Mrs. Edward F. McLaughlin.  
 Mr. Matty Mitchley.  
 Mr. George Morrison.  
 Mr. and Mrs. Thomas Mount, Philadelphia, Pa.  
 Mr. Joseph Murphy, Syracuse, N. Y.  
 Mr. and Mrs. Joseph O'Brien, Brooklyn, N. Y.  
 Mr. and Mrs. James O'Connor, Syracuse, N. Y.  
 Mr. Thomas O'Malley, New York, N. Y.  
 Mr. and Mrs. Samuel Orlando, Camden, N. J.  
 Mr. and Mrs. Alexander Orr, New York, N. Y.  
 Miss Madeline Ossman, New York, N. Y.  
 Mr. Nelson Pirnie, Albany, N. Y.  
 Mr. and Mrs. Ernest Reif, Pittsburgh, Pa.  
 Mr. George Rossi, Jersey City, N. J.  
 Mr. James Ryan, Geneva, N. Y.  
 Mr. Lewis Ryan, Syracuse, N. Y.  
 Mr. and Mrs. Ray Scully, New York, N. Y.  
 Mr. Jerome Searl.  
 Mr. Jay Shereff, New York, N. Y.  
 Mr. Sylvester Smith, Newark, N. J.  
 Mr. William Shumate, New York, N. Y.  
 Mr. Howard Starrett, Buffalo, N. Y.  
 Mr. Robert Storey, Dallas, Texas.  
 Miss Ruth Summersgill, Suffern, N. Y.  
 Mr. and Mrs. Donald Swartz, Philadelphia, Pa.  
 Mr. Alton Teale, Suffern, N. Y.  
 Mr. and Mrs. Price Topping, New York, N. Y.  
 Mr. Mark Townsend, Jersey City, N. J.  
 Mr. Warren Tucker, Utica, N. Y.  
 Mr. Mark Turner, Buffalo, N. Y.  
 Mr. Morris Tyler, New Haven, Conn.  
 Mr. Fred Van Newkirk, New York, N. Y.  
 Mr. and Mrs. Richard Wagner, New York, N. Y.  
 Miss Eleanor Waters.  
 Mr. and Mrs. Charles A. Watrous, New Haven, Conn.  
 Mr. Luther Webster, Rochester, N. Y.  
 Mr. and Mrs. Troward Wells, Philadelphia, Pa.  
 Mr. and Mrs. Victor Werner, New York, N. Y.  
 Mr. Melvin Zurett, Rochester, N. Y.

## "Official Records" As Evidence

WM. E. KNEPPER  
 Columbus, Ohio

**S**ECTION 1732 of Title 28, U.S.C.A. was enacted to obviate the difficulties that flowed from the ancient rule in regard to the authenticity of written documents and to facilitate the admissibility of documents which experience has shown to be quite trustworthy.<sup>1</sup> Similar statutes are found in the legislative enactments of most states.

These "official records" statutes have been relied upon as the basis for attempts to introduce in evidence all sorts of alleged official records. In this paper, a few of the principal cases will be considered.

A police officer prepared a six page report of his investigation of an accident and, upon the trial of a civil action arising

out of that accident, the entire report was offered in evidence and admitted.<sup>2</sup> Much of this report contained hearsay, which was held to be prejudicial on appeal. Conceding that the parts of this report setting forth matters of which the police officer had personal knowledge, would have been admissible, if separated from the hearsay, the court said that the admission of the entire report into evidence constituted such error as to require the reversal of the judgment.

In the same vein, the testimony and report of a claims officer of the United States Army who had investigated a collision, were held to be hearsay and inadmissible.<sup>3</sup>

<sup>2</sup>*Gencarella v. Fyfe*, 1st Cir. (1948), 171 F. 2d 419.

<sup>3</sup>*Hubsch v. United States*, 5th Cir. (1949) 174 F. 2d 7.

<sup>1</sup>*Gilbert vs. Gulf Oil Corporation*, 4th Cir. (1949) 175 F. 2d 705.



The basic rule seems to be that official records which are made from day to day, disclosing occurrences as they actually happen are admissible in evidence when made by a public official, or some of his deputies, who have personal knowledge of the facts recorded. It is said that this exception to the hearsay rule is justified because of convenience and necessity "in view of the fact that it is well recognized that officials perform their duties under oath without prejudice and bias, impelled only by official responsibility and duty."

But this rule does not make competent in official records that which would not be competent, if the person who made the record were present and testifying. The opinions and conclusions of an investigator, which would be incompetent, if he were testifying in person, cannot be received in evidence when they are included in an "official record" made by such investigator.<sup>4</sup>

By way of illustration, in a case in which the location of the point of impact between two vehicles was the important fact of the whole case, a highway patrolman testified to the location of the debris, dirt, glass, etc. that fell from the two cars at the time of impact. Up to that point, this report of his personal observations was competent and admissible.

However, the officer then went on and testified, "The point of impact is at the center of the debris and that is where we come to the conclusion that that is the point of impact, and that is what we put in our report."

That did it! The conclusion was incompetent and invaded the province of the jury. It was held not a proper subject for expert or opinion evidence.

So, in another case, it was sought to prove the inadequacy of the brakes on a truck by introducing in evidence the report of a highway patrolman in which the statement was made that, "It was apparent that the vehicle did not have any brakes." The court held that the admission of the report was "clearly prejudicial error" and said, "In any event, the statement of the patrolman in his report is a conclusion based entirely upon hearsay."

Wigmore says that "for matters not oc-

curring in the presence of the officer, his record or certificate is inadmissible, not only because in general a witness must have personal knowledge, but also because an officer's duty is usually concerned only with matters done by or before him".

This rule was cited in a case which construed an "official records" statute, and the court went on to say, "The statute does not change the rules of competency or relevancy with respect to recorded facts. It does not make that proof which is not proof."

An action to recover on a life insurance policy, in which the defense was that the insured had committed suicide, involved a statute making certified copies of a coroner's records admissible as evidence as to the facts therein contained.<sup>5</sup>

No one had witnessed the killing of the insured. The coroner's report was that he had committed suicide.

In holding this report not admissible in evidence, the court said that the coroner's statement was a mere opinion and could not be received.<sup>6</sup>

Another life insurance case was concerned with the question of the falsity of certain statements made by the applicant in response to questions as to his excessive drinking or intemperance in the use of alcoholic beverages.<sup>7</sup> Police court "blotter" relating to the applicant's convictions for drunkenness were excluded as being incompetent. The court said that such evidence was, "in a sense, in the nature of hearsay evidence" because it was "the determination, even though judicially, of another person's judgment as to the fact".

Hospital records have presented similar questions. A dispensary record based on hearsay and describing the manner in which the patient suffered his injury, is inadmissible, regardless of how regularly kept.<sup>8</sup> And to the extent that a hospital record pertains to the cause of an accident, it is inadmissible in evidence as a business record within the purview of the Uniform Business Records Act.<sup>9</sup>

<sup>4</sup>Wigmore, 3rd Ed., Vol. 5, page 531, Sec. 1635.

<sup>5</sup>McGowan v. City of Los Angeles, (Calif. 1950) 223 P. 2d 862.

<sup>6</sup>Section 2855-11, Ohio General Code.

<sup>7</sup>Carson v. Metropolitan Life Ins. Co. (1951) 156 O.S. 104; 100 N.E. 2d 197.

<sup>8</sup>Western and Southern Life Ins. Co. v. Forrey, (1930) 31 Ohio L. Rep. 623.

<sup>9</sup>Schmitt v. Doehler Die Casting Co., (1944) 143 O.S. 421; 55 N.E. 2d 644.

<sup>10</sup>Green v. City of Cleveland (1948) 150 O.S. 441; 83 N.E. 2d 63.

<sup>4</sup>Hadley v. Ross, (1944) 195 Okla. 89, 154 P. 2d 999.

<sup>5</sup>Hamre v. Conger, (Mo. 1948) 209 S.W. 243.

<sup>6</sup>Bison Transports, Inc. v. Fraley, (Okla. 1951) 238 P. 2d 833.

It has frequently been contended that the findings contained in the official reports of public boards, agencies or bureaus should be received in evidence because such entities are charged by law with determining the causes of certain occurrences. While there is some conflict of authorities on this proposition, it has been well said that the "conclusions or opinions of the administrative agencies or boards or any testimony reflecting directly or indirectly the ultimate views or findings of the agency or board" are inadmissible on the grounds that such evidence tends to "usurp the function of the jury" and falls within "the general rule which excludes hearsay and opinion evidence."<sup>4</sup> There is indeed sound legal thinking in the statement of the court that laid down that rule, when it says, "The rights of the parties are to be determined by testimony adduced at the trial according to the rules of examination and cross-examination".

Efforts to expedite the disposition of litigated matters are surely to be com-

mended and much can be done along that line. However, justice must not be sacrificed for speed, and fundamental rights must not be subordinated to expediency.

The right of a litigant to have a jury draw its own conclusions from competent evidence presented by those having personal knowledge of the facts, and after full cross-examination of the witnesses, is a substantial right, inherent in our jurisprudence.

Records of primary facts made by public officers in the performance of their official duties are competent evidence as to the existence of such facts, under the various "official records" statutes. But records of investigations conducted, either voluntarily or pursuant to requirement of law, by public officers concerning causes and effects and involving the exercise of judgment and discretion, expressions of opinion, and making conclusions, are not admissible in evidence as public records.<sup>5</sup>

<sup>4</sup>*Universal Air Lines, Inc. v Eastern Air Lines, Inc., C. A. Dist. of Columbia* (1951) 188 F. 2d 993.

<sup>5</sup>*Commonwealth of Massachusetts v. Slavski, 29 A.L.R. 287, H. E. Culbertson Co. v. Warden, (1930) 32 Ohio L. Rep. 6.*

## Workmen's Compensation—Effect of Exclusive Remedy Clause Where Injury Results From the Employer's Gross or Willful Tort

RICHARD S. GIBBS  
Milwaukee, Wisconsin

THE compensation laws of most states contain provisions to the general effect that where liability exists under the act it furnishes the exclusive remedy against the employer. Typical is Section 102.03 (2) of the Wisconsin Statutes.

"Where such conditions (of liability) exist the right to the recovery of compensation pursuant to the provisions of this chapter shall be the exclusive remedy against the employer \* \* \*

Since one of the theories behind these laws is that the burden of the industrial accident should be borne by the industry involved, it has sometimes been claimed that if injury resulted from a cause unconnected with an industrial risk or risk

of employment—as for example where it was willfully inflicted by the employer—the act should not be construed to cut off any common law rights.

Such, basically was the plaintiff's claim in the recent Wisconsin decision of *Beck v. Hamann*, August Term, 1952, No. 90, decided February 3, 1953 (Motion For Rehearing pending). In its decision the Court stated the plaintiff's contention that

"\* \* \* the phrase 'exclusive remedy against the employer' was used in a definite but limited sense, that the word 'employer' is used in the sense of 'agency of industry.' It is argued that the act covers only inadvertent misconduct amounting to ordinary negligence; that the committing of a wanton and



willful wrong is a person's individual act and the legislature did not intend that a person committing such an act should be relieved of personal liability therefor merely because he happens to be the employer of the injured party."

The Wisconsin Court has been and continues to be a strict adherent to the exclusive remedy rule. It has applied the rule against a claim for loss of consortium (*Guse v. A. O. Smith*, 1952, 260 Wis. 403, 51 N.W. (2d) 24) and against a claim by a parent to recover expenses arising out of injury to a minor daughter. (*Deluhery v. Sisters of St. Mary*, 1943, 244 Wis. 254, 12 N.W. (2d) 49).

Briefly stated, the position of the Wisconsin Court is characterized by the statement that the language of the act is clear and unambiguous. Thus, it is said:

"We construe the statute as meaning what it said; that is, that when the statutory conditions are present the remedy under the act is exclusive of all other remedies." *Knoll v. Shaler*, 180 Wis. 66, 192 N.W. 399.

It has also, as in the instant case, emphasized the fact that under the compensation scheme the liability of the employer existed irrespective of negligence. Thus, his liability between the employer and the act provides a complete substitute for tort liability between the employer and the employee. In return for the burden upon the employer, they granted immunity from all tort liability.

It is believed that the current decision is in line with the great weight of authority.

Cursory examination of some of the cases might indicate a lack of uniformity in construction among the states. It is believed, however, that closer examination will show that the discrepancies largely result from statutory differences.

"Many of the compensation acts contain provisions preserving the ordinary remedies at law for injuries caused to employees from the employers' willful act or misconduct. The willfulness or misconduct contemplated by such a provision is generally held to mean something more than mere negligence or carelessness." 58 *Am. Juris.* 613, *Workmen Compensation*, Sec. 54.

Perhaps typical are the acts of the states of Washington and Oregon in which if

injury is deliberately inflicted the employee has the right to sue at common law for the excess which the common law remedy might produce above the compensation benefits. *Perry v. Beverage*, 209 Pac. 1102, 121 Wash. 652. *Jenkins v. Garman Manufacturing Co.*, 155 Pac. 703, 79 Ore. 448.

It is sometimes held that the employee has an election where he is the victim of an intentional injury. He then may pursue either remedy to the exclusion of the other. *Gildersleeve v. Newton Steam Co.*, 142 N.E. 678 (The Ohio provision here involved has since been amended to eliminate that feature); *Boek v. Wong Hing*, 231 N.W. 233, 180 Minn. 470; *Mazzaredo v. Labine*, 76 N.Y.S. (2d) 324, and see *Horowitz on Workmen's Compensation*, page 336.

It should be noted that, at least in all of the discovered cases, even where an election is permitted, it is applicable only to those cases involving an actual willful intent to inflict injury. Thus negligence, either ordinary or gross in character, does not support a separate common law action. *Breimhorst v. Beckman*, 35 N.W. (2d) 719 (Minn.). *Castleberry v. Frost-Johnson Lumber Co.*, 283 S.W. 141, 115 Texas 449.

An interesting comparison may be made between *Lacker v. Roxanna Petroleum Corp.*, 179 N.E. 202, Ohio Appeals 444, where it was held that the act provided the exclusive remedy even to an employee maliciously assaulted and the New Jersey decision in *Rumbolo v. Erb*, 20 Atl. (2d) 54, 19 N.J. Misc. 34. In the latter case it was held that there was no remedy under the compensation act for a willful assault and the exclusive remedy would be common law. Compare also *Buttner v. American Tel. Co.*, 107 Pac. (2d) 439, Calif. 1940, where the California Court said that the compensation provisions

"are intended to include all injuries incurred in the course of employment irrespective of the manner in which they might occur."

It is felt that the Wisconsin decision is in full accord with the overwhelming authority. If there are to be exceptions to exclusive remedy provisions it seems to be appropriate that they be spelled out with some particularity. The result reached seems particularly justified in view of the fact that the liability for compensation is absolute, the employer being deprived of

all the common law defenses against a claim brought by his injured employee. At the same time, of course, probably a great majority of injured employees are benefited by the certainty of the act and its remedy. Thus the advantages and disadvantages would seem to counter-balance each other.

It may also be suggested that it would at least be a highly unusual case in which the employer would willfully inflict injury upon his employee. We would expect that in the ordinary case where that happened the injury would have arisen out of a matter unconnected with the employment. If

that is the case, of course, the conditions of liability do not exist so that liability for compensation is not present and the injured employee retains solely his common law remedy.

In any event there seems no reason why the employee should be permitted to accept the certain remedy and then harass his employer with the uncertainties of civil litigation. These were things sought to be avoided by the drafters of the Acts.

(Acknowledgement): The writer wishes to acknowledge assistance in research and expression to Kenneth P. Grubb and Edmund W. Powell.

## Withholding Tax Claims Under Payment Bonds

T. L. SEDWICK  
Detroit, Michigan

A CURRENT campaign by the Internal Revenue Department reminded me of a favorite literary work. I must confess that it rarely appeals to me as a legal reference. But in considering this problem "Through the Looking Glass" by Lewis Carroll irresistibly suggested itself. Alice is having a discussion with Humpty Dumpty, who is giving her some rather unique definitions, and Alice objects: "When I use a word," Humpty Dumpty said in a rather scornful tone, "it means just what I choose it to mean—neither more nor less." "The question is," said Alice, "whether you can make words mean so many different things." "The question is," said Humpty Dumpty, "which is to be master—that's all." Then after launching into his own version of "impenetrability," Alice remarked "That's a great deal to make one word mean." "When I make a word do a lot of word like that," said Humpty Dumpty, "I always pay it extra."—"Ah, you should see 'em come round me of a Saturday night—for to get their wages, you know." (Alice didn't venture to ask what he paid them with; and so you see I can't tell you.)

"Taxes are wages" says the United States Government. "We challenge you to make words mean so many different things" say the surety companies. And thus permit me to introduce a subject that has become the basis of current litigation.

The entry of the Federal policy of making employers collectors and custodians of

income and social benefit taxes has not been without its problems in many fields. I will confine this discussion to the problem created by attempts to fasten liability on the bonds given by surety companies on construction projects for the failure of their bonded contractor to account to the U. S. Government for certain taxes based upon their employees' pay. As many of us know, there are two types of liability commonly assumed by a surety on bonding construction contracts. One type of liability is that for performance, i.e. guaranteeing to the owner that the principal-contractor will complete the work as he was engaged to do by his contract. This we call the performance obligation. The other type of liability is the guarantee by the surety that the contractor will pay his bills for labor and material employed in performing the work. This we call the payment obligation. There are refinements of these obligations such as preciseness or generality of the terms of the surety's obligations and conditions imposed by the bonds or statutes under which they are supplied defining their scope and imposing notice and suit limitations as conditions of recovery. However, you will be spared a dissertation of the refinements. We will confine ourselves for the purpose of this article to the generalities of the performance or payment bonds.

The taxes we are talking about are the Old Age Benefit Tax, now at 1½% on the

first \$3,600 of remuneration (26 USCA § 1400) and Income Tax deducted at the rate of 20% after certain exemptions (26 USCA § 1622). These amounts are by law deemed to have been paid to the employee whenever the employer is required or permitted to deduct them (26 USCA § 1427, 1608).

Let us first dispose of a few allied matters. First, the traditional right of the surety to the contract moneys for its indemnity has been challenged on this tax question. The United States, due to the immense scope of its activities, frequently is one of the contracting parties, as owner and as obligee on the performance bond. The contractor having defaulted, the surety lays claim to the unpaid balance of the contract fund to reimburse it for its performance under the bond alleging that the contract funds are primarily dedicated to defray completion costs; or for the payment of bills for material and labor (in those cases where the surety claims because of having paid under its payment bond). The Attorney General, pursuing recovery for his tax and other debts due by the contractor to the Government, has successfully maintained that the Government may set off obligations owed to it by the contractor against moneys unpaid under the contract in the absence of a special agreement with the surety. (*U. S. v. Munsey Trust Co.*, 332 U.S. 234; *Standard Accident Insurance Co. v. U. S.*, 97 F. Supp. 829). This feature was the topic of an interesting forum reported in the July 1951 issue of the Insurance Counsel Journal from page 297.

Next have been those cases where the Government under its tax liens and claimed preferences has attempted to come in ahead of the surety in moneys owed to a contractor by the owner on a non-Federal project where the opportunity to offset was not available. Here generally the surety has prevailed and probably the leading case on that point is *U. S. F. & G. v. Triborough Bridge Authority*, 74 N. E. 2d 226 (N. Y. Ct. App.). The rationale of the decision is to the effect that the Government's claim for taxes can attach only to moneys due the contractor, and since on default there is no money due the contractor to the extent that his contract liabilities impinge on the balance of the contract funds, there is nothing which can be attached. See also *United States Fidelity and Guaranty Company v. United States*

*of America*, U. S. Ct. App. 10th (Dec. 1952) *infra*.

This brings us to the narrowed scope of this article, namely the attempt, under a bond responsive to unpaid claims of laborers, to spell out a liability for tax deductions withheld under Federal law.

Under the Social Security Act Title VIII is the Old Age Benefit Act, and Title IX is the Federal Unemployment Tax Act (not heretofore mentioned). In 1938 the U. S. Commissioner of Internal Revenue, Guy Helvering, was asked specifically if a surety on an Oregon highway construction bond was liable under its bond for Title VIII or Title IX taxes unpaid by the contractor prior to the time the surety took over. The bond was quite broad covering, among other things, the claims of "laborers, mechanics" etc. "and all persons who shall supply such laborers, mechanics (etc.) with material (etc.), and all just debts, dues and demands incurred in the performance of such work." Commissioner Helvering considered Oregon law as interpretive of the state's statutory intent, and concluded that the Title VIII and IX taxes were "not a debt created in the performance of the work, within the intentment of the statute requiring the giving of a bond for the benefit of laborers and materialmen".

At this writing there is one decision in a U. S. Court of Appeals, and there are seven in Federal District Courts and one in a New Jersey Equity Court. Of the seven District Court decisions, the tax collector prevailed in three, the surety in four. The Circuit Court of Appeals case squarely upholds the surety's position. The tax collector got some bonus remarks in the New Jersey decision. Of the seven Federal District Court cases, three are on appeal, two by the surety, one by the tax collector. Whether or not the Circuit Court of Appeals case will be appealed by the Government, the loser here on a reversal of a favorable decision below, is not determined at this writing.

It all sounds pretty confusing—and it is. When the word "wages" comes around to the tax collector of a Saturday night, it is certainly deserving of overtime pay.

Let's follow the travails of this working word more or less chronologically. As we have seen, in 1938 the Old Age Benefit Tax was declared by then Internal Revenue Commissioner Helvering not within

the protection of bond benefiting laborers or materialmen.

The first reported court decision on this bond liability for withholdig tax question that I am aware of was in 1944; *New York Casualty Co. v. Zwerner*, 58 F. Supp. 473 (Dist. Ct. N.D., Ill.). Here the District Attorney was seeking a preference for his tax claim in the contract money. The surety having paid losses was likewise claiming a preference. The tax claim was for the then "Victory Tax", similar to the present Income Withholding Tax, also for unemployment and Federal taxes and penalties. Even though the contest was over the contract fund, the Court took occasion to say in his findings of fact, "That said tax claim is not a claim for which the plaintiff as surety is liable on its bonds". The bonds here were both a performance bond and a payment bond. The surety was allowed priority over the tax collector in the contract balance.

We next meet up with this problem in 1945. Here we find the Federal District Court for the Western District of Texas declaring the Victory Tax and the Old Age Benefit Tax to be labor. This declaration was strictly gratuitous since the surety had already voluntarily relinquished to the Government more than sufficient of the contract balance to cover the taxes claimed. I doubt if the point of the bond liability was ever argued. In fact, the main point of the litigation was whether or not an assignee bank had preferential rights to the contract balance. It didn't. *U. S. ex rel Ivy v. Blair*, 34 Amer. Fed. Tax Rep. 1651 (Prentice-Hall).

The following year, 1946, the Federal District Court for the Southern District of Florida flatly stated "it cannot be said the taxes due to the United States have a single one of the characteristics of 'labor' and 'materials' supplied 'in the prosecution of the work' to secure the payment of which alone the bond was given". Here the issue was squarely on the bond coverage. Claims in excess of the payment bond's penalty having been presented, the surety filed a bill in the nature of interpleader and deposited the bond penalty in the registry of the Court. The amounts involved were substantial. The bond deposit was \$202,000 and the Internal Revenue Department, coming in as a claimant, alleged Income Taxes withheld on the bonded job of some \$14,000 and Old Age Benefit Taxes some \$2,000. *American*

*Surety Co. v. Henry W. Simpson, et al*, 36 A.F.T.R. 1533. If "tax" came around for its pay that Saturday night, it was probably sent packing. The Court allowed the tax collector no recovery.

Things were pretty quiet until 1951, and then "tax" came round again. The Federal District Court for the Southern District of California said in June "The Payment Bond was given for the benefit of laborers and materialmen specifically. It was not intended as a weapon to be used by the Government in the collection of taxes. To so hold would be a perversion of its purpose". A prime contractor had extended financial aid to his sub to enable the sub to complete the work. The Government claimed for Income and Old Age Benefit Taxes withheld. One of the contentions was the same raised in the Swedlow case, *infra*, that by extending a helping hand financially, the prime became the successor employer. The other was that the prime's payment bond, liable for labor claims of his sub, embraced this type of tax claim as well. As to the second point (staying within the limits of our topic) the Government claimed that the full amount of the wage hadn't been paid. Justice Harrison, remembering what the Government's Code says, remarked "The full amount of an employee's wages are deemed to be constructively paid when the net amount is paid". Although I do not agree with the Court when he says the amounts withheld "are part of the employee's wages", nevertheless even with that broad view of the items withheld, he still denied the Government a seat at the bonding company's table. *William Simpson Const. Co. v. Westover*, 100 F. Supp. 125. This case is now pending on appeal to the Ninth Circuit.

But hold on; in October, in the same year and in the same Federal District, another judge, without referring to *Simpson v. Westover*, decides his case on one theory and then offers a most confusing postscript. Deciding that the surety became the successor employer by financing the contractor, Justice Yankwich held it liable for all taxes including those accrued prior to the surety's intervention. Incidentally, the theory on which this conclusion was reached is certainly highly debatable. The judge found: "In the circumstances the bonding company was the employer. And the obligation to pay does not arise under the bond." So much for the main decision.



From here on there is considerable bulk and the decision veers from pronouncing "By the (payment) bond, the bonding company obligated itself to pay the entire wage of each employee, including the portion earned by the employee which the employer was required to withhold"; to observing "The bond is merely the contract between the contractor and the bonding company under which they substituted themselves as the 'employer'". I think Justice Yankwich was trying to avoid the operation of a California statute limiting the time in which an action may be brought under the bond which would have barred the Government's claim under the bond. But having declared the surety not liable as surety but as employer, the decision's further lengthy reference to the duty to pay wages under the bond confuses me. *United States of America v. Swedlow Eng. Co.*, 100 F. Supp. 796. Because the surety was performing under its performance bond, it was held to be a successor employer embracing liability nevertheless under its labor and material bond. How it could be both employer (principal) and surety at the same time is difficult to rationalize. The surety is appealing this one.

Now we come to the case in New Jersey. In May of 1952 the Court distinguishes the *U. S. F. & G. v. Triborough Bridge* case on the ground that it dealt with the contractor's income tax, and holds that employees' income tax withheld is wages, concluding that the Government has a priority over the surety to the contract balance equal to the amount of these retained wages (taxes) "arising from the bonded job", and if the fund be not sufficient "it should be paid by the surety." The bond in this case provided for the payment of labor. *National Surety Corp. v. Barth*, 89 A. 2d 104 (Superior Court, N. J.). According to one of the parties to this action this was a gratuitous observation by the Court, the point not having been argued by counsel. This holding is directly contrary to *N. Y. Casualty Co. v. Zwerner* involving a strikingly similar state of facts.

At about the same time the Barth case was being tried, again the Federal District Court for the Western District of Texas was considering the issue as raised by the tax collector. Here a contractor on a municipal job had failed to pay over employees' income taxes withheld and old age benefit taxes withheld and the Federal Unemployment Act excise tax. The Court

allowed recovery against the bond by the tax collector of the portions of the withheld income and old age benefit taxes incurred (but not the excise tax) on the bonded job. The bond indemnified "all persons who have furnished labor and material." *U. S. v. General Casualty Co. of America*, decided in the fall of 1952, not reported. Here, similarly to the *Swedlow* case, the surety gave financial aid to the contractor including money for wages, to enable the failing contractor to complete; but the Justice did not, as did his colleague Yankwich, find that the surety became the successor employer. Without this finding, the Texas Judge's ruling that the failure of the Government to comply with statutory notice and filing requirements recognized in Texas as a condition to recovery under the bond did not bar it, is an astonishing result to say the least. The Court used the five-year limitation found at 26 USCA § 3312 regarding collection of internal revenue taxes. The logic of concluding that a tax is a wage for purposes of inclusion in bond coverage and then to convert the wage back to a tax, once under the bond's umbrella, to defeat its notice requirements entirely escapes me. This case is on appeal. A directly contra view was subsequently adopted in another Federal District, see *U. S. A. v. Zschach*, infra.

As can be seen, 1952 was a busy year. In May another Federal District Court was wrestling with this problem. It was in the District of New Mexico. Here the tax collector had to broad-jump a bond that was purely idemnity to a private obligee, to urge that this obligee (a prime contractor) might be liable because the bond on which he was principal was liable for labor bills of the subcontractor who was the principal on the bond in suit. The subcontractor was broke, hence the black knight moves up two steps and over one to land on the sub's bond of indemnity to the general. The suit was primarily a contest between the sub's surety who had paid claims under its bond and the tax collector as to who was entitled to priority in the funds held by the prime representing the unpaid balance of the subcontract price. The tax collector was seeking preference for income tax withheld and old age benefit tax. The District Court allowed a priority to the tax collector in the fund. This decision was appealed, and in December of 1952 the U. S. Court of Appeals for the Tenth Circuit reversed. This is the first Court of Appeals

decision meeting this issue head on. United States Fidelity and Guaranty Company v. United States of America, 21 U. S. Law Week 2343. There were two points of attack by the tax collector; first, that as a tax claimant he had a preferential right over the surety in the contract balance; and second, that as a claimant for unpaid wages he was entitled to bond coverage. He lost on both counts on appeal. We'll confine ourselves to the bond coverage aspect of this case, it being our topic. A specific agreement in the sub's contract with his prime was that the sub was to assume all liability for taxes, but this was held to be merely declaratory of his liability under Federal tax laws. The trial court "seems to have concluded that the sums withheld constituted wages . . ." The Government argued "They represent a part of the liability assumed by the prime contractor and its surety for the payment of labor and material and to the extent of such withholding the United States succeeded to the rights of the wage earners by operation of Law".

The Court of Appeals, however, declares "when an employer withholds the tax from an employee's wage and pays him the balance the employee has been paid in full. . . . The employer has discharged his contractual obligation to pay the full wage. Thereafter there remains only his liability for the tax which he has collected. That is a tax liability for which he alone is liable to the Government as for any other taxes which he may owe".

The Court then refers to the Government's brief contending that other cases imposed liability under similar payment bonds. Among others, the Government had cited *U. S. v. Blair*, *National Surety v. Barth* and *U. S. v. Swedlow*. But the Court concludes "no case to which our attention has been called goes so far as to hold that an employee's tax liability is within the provision of the bond merely because wages were used in paying the employee's tax liability and creating that of the employer". At this point, it should be remembered that earlier in the decision this Court decided that this claim had become a tax liability of the employer.

Already the *U. S. F. & G. v. U. S.* 10th Circuit decision has had its effect. Out of the Federal District Court for the Eastern District of Oklahoma comes a decision under date of February 5, 1953. Here again a subcontractor had failed to pay taxes

withheld. Here instead of going after the sub's bond as was done in the *U. S. F. & G.* case, the district attorney goes after the prime contractor's payment bond. In the first place the Government gets properly set back due to its failure to comply with the law prescribing notice and jurisdictional requirements precedent to recovery as a wage claimant under the payment bond. (West Texas please note.) The Government "cannot sue for 'taxes' thereby gaining jurisdiction over the subcontractor . . . and then claim that these taxes owed . . . become 'wages' and claim jurisdiction over the parities to the payment bond. Such a ruse cannot be used to circumvent express statutory jurisdictional requirements". But even if the Government were clear on its conditions precedent as a claimant this Court recognizes the rule of *U. S. F. & G. v. U. S.* and denies recovery. *United States of America v. Zschach Construction Company et al* (not yet reported).

Representing the surety's side, as I admit, I could hardly be judged unbiased. Sureties do not mind responding to a reasonable interpretation of their liability. However, I submit that to call a tax a claim for labor is taking undue liberty with logic. By statutory fiat the laborer has been paid his full wage when he is paid less withholdings. The Internal Revenue Code specifically says he can't sue his employer for the withheld portion, and the Code says the Government can't sue him for what his employer withheld, constructively or actually. In fact, if he has earned in a year less than an amount that would require him to pay any income tax, he gets the withheld portion back from the Government—not as a wage claim but as a tax refund. The laborer has no claim against anyone for a wage; he is barred from claiming against his employer, and if entitled to any refund must go to Uncle Sam for a tax refund. Hence there is no "wage" claim to which the Government may succeed by subrogation or operation of law. I think the conclusions of the Court of Appeals for the Tenth Circuit eminently sound. Having been privileged to review the briefs of both sides, I know the Court had before it a full array of authorities.

The Code calls these withholdings a tax, the Supreme Court calls them a tax (*United States v. New York*, 315 U. S. 510), the man on the street regards them as a tax; and let us hope we will hear no more district attorneys pacing the corridors mur-

muring "a tax is a wage is a wage is a wage".

As a postscript, I would like to add that this article has not attempted to discuss the liability of a surety taking over completion upon its principal's default. A surety, after a contractor's default, under the obligation

of its performance bond, can make so many different arrangements that the facts of each individual case would be more pertinent than an abstract discussion of the law. Let it be sufficient warning to surety lawyers to guard against assuming the position of "successor employer".

## What's In Favor of the Lessor

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AS a preface to the following article, it is to be understood that a definite position as to what legal liability can be determined in each case involving leased equipment is not intended. Rather, material favorable to the lessor has been taken and an attempt to formulate a pattern that can be followed in analyzing these problems as they arise. Many companies engaging in this business generally insure an individual and his equipment and in the leasing of the equipment, the insured becomes the lessor. Our primary concern then is with the lessor and what we should attempt to do to strengthen his position.

The trucking industry today is a big business and vital business. It has attained this position in the last 10 to 20 years. Both large companies and individual owners of trucking equipment are engaged in the business. It is a common practice among the large companies to lease a tractor from someone outside the company to augment its own fleet in order to operate and meet current demands in the business. Very often the lessor has no Interstate Commerce Commission permit and, therefore, must operate or make the trip under the permit of the company leasing his equipment.

There are many reported cases prior to the time it was necessary to obtain a permit to haul for hire for another person, holding the lessee responsible to an injured person for the negligent acts of the driver. Frequently, we see the situation wherein the owner leases his equipment and he generally provides the driver. This driver is often referred to as a borrowed employee. In these earlier cases, there is a line of authority which rightly held, in determining responsibility between the lessor and

lessee, that the driver was in fact doing the lessee's business. The doctrine of respondeat superior made the lessee responsible, holding the lessor the general employer and the lessee the special employer. There are many cases which hold "a servant in the general employment of one person who is temporarily loaned to another person (lessee) to do the borrower's (lessee's) work, becomes for the time being, the servant of the borrower, who is liable for his negligence."

*John J. Carr v. Michael Burke*, (1918) 183 N. Y. App. Div. 361; *Hartell v. T. H. Simonson & Son*, (1916) 218 N. Y. 345, 113 N. E. 255; *Baum v. Link et al.*, (1920) 110 N. Y. Misc. Rep. 297, 180 N. Y. Supp. 468.

Before the creation of the Bureau of Motor Carriers of the Interstate Commerce Commission, the case of *William Sabro v. M. Larkin & Son*, 83 N. Y. Misc. Rep. 111, 144 N. Y. Supp. 776, was decided as follows: A sand contractor hired teams of horses and the drivers from a third person (lessor) for a certain sum each day to work for the contractor (lessee) under the latter's exclusive control. It was held that the negligence of one of such drivers rendered the contractor liable, not the lessor owner. This employee, for the time, became in fact an agent or employee of the lessee. Here the agent being in the general employment of the lessor was in the special employment of the contractor. The question of control and in whose business the driver was engaged at the time, therefore, are of first importance. It is absolutely necessary the facts essential to determine this question of control be developed as early as possible before the question of li-

ability can be answered. This case is an example that reveals the authority on this problem prior to the existence of the Commission which now requires permits, franchises and licenses making the lessee respond for the negligence of leased equipment and borrowed employees.

Because of the increasing number of trucks and their lack of supervision on the highway, both as to safety and responsibility, the Motor Carriers Act was passed by Congress to regulate and control motor commerce between the states. This Act, Chapter 8 of Title 49, U. S. Code, was passed October 1st, 1935. Section 304 of the Act invests the Interstate Commerce Commission with authority to regulate common carrier motor vehicles engaged in interstate commerce. Section 315 states that no certificate is to be issued to a motor carrier until such carrier files with the Commission proof of its financial responsibility to pay any final judgment recovered against such carrier, for bodily injury, death or property damage.

An Insurance carrier must file an endorsement with the Interstate Commerce Commission on every primary coverage of financial responsibility. This endorsement in effect is a non-ownership endorsement. However, the Commission requirements are such that any act by the agent, lessor or anyone using the permit is the act of the permit holder and, by this endorsement, the permit holder is insured. The endorsement states in part, "The liability of the Company (insurer) extends to all losses, damages, injuries, or death whether occurring on the route or in the territory authorized to be served by the Insured or elsewhere."

Keeping in mind that we are approaching this from the lessor's standpoint, let us take a typical factual situation of leased equipment which is frequently encountered. Remember also that we are concerned here as the insurer of the lessor. The insured leased his tractor and trailer to the carrier freight lines who will be referred to as "A" the lessee. The insured lessor "B" furnishes the driver "C." The lessor has no filing with the Interstate Commerce Commission and the trip is made under the lessee's permit. Driver "C" is involved in an accident in interstate commerce. The questions immediately presented are: (1) Is the lessee "A" liable for the negligence of the driver? (2) Is the

Lessor "B" liable for the negligence of the driver?

In practically every article written on this subject, the case of *Hodges v. Johnson*, Dist. Ct. W. D. Virginia (1943), 52 Fed. Suppl. 488, is cited and is one of the outstanding cases insofar as the permit holder liability is concerned. Getting into the first question, the *Hodges* case has a similar factual situation to that above given and the court in that case said: "Therefore, it is my conclusion that public policy requires that the holder of a franchise or certificate from the I. C. C. for the operation of freight vehicles in interstate commerce upon the public highways be held responsible for the operation of such vehicles under said franchise or certificate, by independent contractors of such certificate holders, their servants and agents. Otherwise, the public might be entirely deprived of the safeguards to the public required by the I. C. C., by means of certificate holders evading their responsibility by the employment of irresponsible persons as independent contractors." "The theory seems to be that where public authority grants to an individual or corporation authority to engage in certain activities involving danger to the public, which right is denied to the general public, the duty to safeguard the public while performing such franchise activities, is legally nondelegable, and the franchise holder is therefore responsible for the conduct of those whom it permits to act under its franchise, even though such persons be independent contractors." The lessor and lessee were held jointly and severally liable for the driver's negligence.

In the case of *Venuto et al. v. Robinson et al.*, 3rd Cir. (1941), 118 F. 2d 679, A, lessee, was engaged in the trucking business in interstate commerce. It entered into an agreement with B, lessor, who owned a truck to haul goods. The question presented to the court was whether B was an independent contractor or a servant of A. B had hauled only for A for a year prior to the accident. A signed bills of lading and made all the necessary arrangements. The court held that A was liable under the prevailing New Jersey law which applied as the collision occurred in New Jersey. The court held that the relationship between A and B was that of independent contractors. The court in its reasoning argued along the same lines as the *Hodges* case. It rested the case on



that theory by saying, "that the language above quoted covers the facts of the instant situation cannot be doubted." This case is a direct departure from the doctrine of independent contractor and holds, therefore, that the employer of the independent contractor is liable for the negligence of the contractor because of the duty imposed by the former's I. C. C. certificate.

In the case of *Costello v. Smith et al.*, 2nd Cir. (1950) 179 F. 2d 715, the court stated, by way of dictum, that one who can lawfully operate only under a public franchise, such as an I. C. C. certificate, cannot escape liability for tort by engaging an independent contractor to carry on the activity for him. This case, incidentally, has an interesting point in that the lessor was hired under a one way lease and was returning empty when the accident occurred. The court on that point stated that had the accident occurred on the outbound trip the lessee would have been liable but since it occurred on the return trip, he was not liable. In this regard, the court said that the independent contractor had performed his contract and in returning was engaged in his own business and not that of the lessee. Therefore, the equipment at the time of the accident was no longer under lease. This case disagrees with the Hodges decision with respect to public policy being defeated. The court says, "In the absence of statutory command or of regulatory action by the commission, we cannot say that a one way lease is so far contrary to the policy of the Act that a court should impose liability on the lessee after the lease has ended."

There are many cases in point and we wish to cite one more in this regard and that is the case of *Kemp v. Creston Transfer Co. et al.* (Dist. Ct. N. D. Iowa, E. D.) (1947), 70 Fed. Suppl. 521. There "B," the lessor, owned a truck but did not have an I. C. C. permit. A, the lessee, had such a permit and under a contract certain trucks of B were leased to A. The court held that B was not an independent contractor because of the control exercised over it by A, and stated, by way of dictum, "However, if it were assumed that the defendant B was an independent contractor, it is believed that the defendant A would still be liable for the damage to the plaintiff occasioned by the defendant B in operating the tractor trailer unit in question

under its Interstate Commerce Commission Permit."

Getting back to the hypothetical case, wherein the insured "B" had leased his equipment with driver "C" to "A," the lessee, there is little question but what "A" is liable for the negligence of "C" for the reason that "A" held the I. C. C. permit and "B" did not. The equipment was leased to "A" so that the equipment could haul goods in interstate commerce. "A" is liable because he is carrying on an activity which can only be lawfully carried on under a franchise granted by a public authority and he is liable for harm caused by the negligence of a contractor employed to carry on the activity.

What is important in all of these cases is that the activity must involve danger to the public. The courts have repeatedly held that "trucking" involves danger to others on the highways and that a tractor-trailer under certain circumstances is a dangerous instrumentality. The courts have not questioned the fact that trucking falls within this category.

Now to get back to the second question in the hypothetical case. Is "B" liable for the negligence of "C" because of their relationship? It is typical in these cases that the lessor for the particular trip exercises no control over the driver, although, in many cases he is paid by the lessor, who hires and fires him. On the other hand, there are some cases where the driver is paid direct by the lessee.

In the case of *James T. Braxton as Admin., etc. of Eugene Braxton, deceased v. Benjamin S. Mendelson*, (1920), 190 N. Y. App. Div. 278, 179 N. Y. Suppl. 845, action was brought to recover for the death of plaintiff's intestate who was run over and killed by a truck. Even though defendant was the owner of the truck and employed and paid the driver, he received no orders from the owner, except when he occasionally received authority to have repairs made. The truck at the time was under lease, the driver took orders from the lessee and the driver became a member of a labor union on the advice of an employee of the lessee. A finding that the driver was the servant of the lessor at the time of the accident was held to be against the evidence and the judgment against the lessor was reversed.

In *Diamond v. Sternberg Motor Truck Co.*, (1914) 87 N. Y. Misc. Rep. 305, 149, N. Y. Suppl. 1000, the injured plaintiff

sued for injuries received by being struck by a truck. The defendant owned the truck and paid the driver's wages direct to him. The defendant, however, rented the truck to another person and the driver in fact took all of his instructions from the latter person. The court held that under these facts the lessee was liable, not the defendant owner, despite the fact that it was he who paid the driver his salary.

A similar situation was presented in the case of *Pease v. Gardner et al.* (1915) 113 Maine 264, 93 Atl. 550. In that case, there were two members of a political committee who were loaned the use of a private passenger car. The driver of the car was hired by the owner. The committee, however, gave him money for this particular trip. Evidence was also introduced showing that the committee exercised complete control over the driver and directed his route of travel. The court held that the committeemen were liable for the torts of the driver and the owner was not liable even though he owned the car and was the driver's general employer.

The case of *Beaulieu v. Tremblay* (1931) 130 Maine 47, 153 Atl. 353, and the case of *Tierney v. Correia et al.*, (1937) 123 Conn. 146, 193 Atl. 353, are cases directly in point with this line of reasoning.

From the above cited cases, it is obvious that ownership of the truck and the fact the owner paid the driver's wages are not controlling. The important factor is who exercised control over the driver. If the lessee exercises complete control, then the lessee, not the owner is liable for the driver's negligence.

In *Bobik v. Industrial Commission of Ohio*, (1945) 146 O. S. 187, 61 N. E. 2d 906, the plaintiff was employed by "B," the owner of a tractor-trailer which "B" leased to "C" on a trip lease basis and "B" loaned or furnished services of the plaintiff to be the driver of the tractor-trailer while so under lease, the plaintiff was involved in an accident and was injured. The trip in question was made under the I. C. C. permit of "C" truck lines. The evidence showed that "B" was the plaintiff's general employer and had the right to hire and fire him. The court held that since the lease showed that during the period of the trip lease the "C" truck lines had control and direct supervision over the operation of the tractor-trailer and that it was being operated under the I. C. C. permit of "C" company, that the

plaintiff was an employee of the "C" truck lines and had a compensable claim.

In *B & B Building Material Co., Inc. v. Winston Bros. Co.*, (1930) 159 Wash. 130, 290 P. 839, "A," the lessor, sued "B," the lessee, for damages to "A's" truck. The damages to the truck were sustained because of the driver's negligence. The court in that case stated, "It is not a controlling circumstance that the respondent reserved the right to employ the drivers for the trucks. It is well settled that one who is the general servant of another may be lent or hired by his master to another for some special services, so as to become as to that service the servant of the hirer. The test is whether in the particular service he is engaged in to perform, he continues liable to the direction and control of the master or becomes subject to that of the party to whom he is lent or hired."

In the case of *Dittman v. Davis et al.* (1949) 299 N. Y. 601, 86 N. E. 2d. 115, the evidence showed that the tractor-trailer owned by one defendant was leased to the other corporation defendant, with a driver and that the trip in question was made under the I. C. C. permit of the lessee. In that case it was held that the lessor, the owner of the tractor-trailer was entitled to a judgment on its cross complaint against the lessee for the reason that the lessee was in "exclusive custody and control of the driver."

Getting back to the hypothetical case wherein "B," the lessor, leases the driver "C" and equipment to "A," the lessee, and the second question, is the lessor liable because of "C's" negligence because of their relationship as principal and agent? From the above authorities, it does not appear that "B" is liable for the negligence of "C" even though "B" in fact did hire "C," provided that "A" exercised complete control over "C." Always in these cases that is a question of fact. The key to the problem is, "What party exercised control over the driver?" To answer this, the preliminary investigation is of utmost concern. Without a complete file, many important questions cannot be answered. It is felt that files containing complete investigations will enable us to get better results in our negotiations and trials. Exclusive of the factual picture of the accident, the three persons to be contacted and interviewed thoroughly are the driver of the leased equipment, the lessee and the lessor. Such interviews should include the

following questions and any other questions and points pertaining to the particular case:

1. What instructions were given by the lessee to the driver prior to his embarking on the trip in question, particularly as to whether he was told what routes or streets he was to follow?
2. Under whose permit, I. C. C. or state, was the trip being made?
3. Was his permit number displayed on the tractor-trailer?
4. Was the trailer sealed by some mechanical device or lock so that the driver could not open it?
5. Did the driver have permission, expressed or implied, to make any stops enroute to pick up some additional merchandise for any person other than the lessee?
6. Whose name, that is Company, was displayed on the equipment?
7. How was the driver paid, by mileage, commission basis or salary, etc., and by whom?
8. Did the lessee agree to furnish any gasoline or oil, or help to defray any of the operating cost?
9. Did the lessee, or lessor, give any directions at all in regard to the particular trip in question? If so, in detail, what?
10. Point of departure, destination, including whether the trip was one

way, or round trip, returning to point of origination.

11. Who is registered owner of the trailer and/or tractor?
12. The corporate structure of the lessor and the lessee.
13. Did lessor retain or have the right to discharge the driver?
14. Who agreed to pay the driver and took care of the Workmen's Compensation coverage on the driver?
15. The question of what type of business was being engaged in at the time, should be covered.
16. Has the lessee reported the accident to the Interstate Commerce Commission?

Undoubtedly, the foregoing list could be expanded; however, these questions appear to be of prime importance at the outset of any investigation.

If the case at hand is fortified with such an investigation, it is our opinion that everything possible to protect the position of the lessor will have been done and there will be a lot more to talk about in the event of trial, and plenty to talk about during the conduct of negotiations. To persuade the lessee's insurer to contribute or to accept a loss in full, is often difficult. But if we are in full possession of the facts essential to establish the liability of the lessee and if we confront his insurer with these facts and the cases in favor of the lessor, much more favorable results can be anticipated than will otherwise be true.

## Twenty-Sixth Annual Convention

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## Commas-In-Law

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SOME months ago a committee on which I was serving was charged with drafting a general liability insurance policy. Such work at times will have a peculiar fascination of its own, but at others it will seem unprofitable. The particular session had definitely declined to the non-fascinating stage, and ground to a halt in a debate as to the legal potency of the comma which is underlined in the following statement of coverage:

"structural alterations, new construction and demolition operations, by the insured or his contractors."

The issue was whether said comma made it certain that the "structural alterations," as well as the "demolition operations," had to be performed by the insured or his contractors. In an effort to regain momentum, the Committee relegated me to "solitary" as a subcommittee of one to study and, if possible, resolve the point.

A fellow member of the Committee and of this Association thought that my report on this momentous question would prove of interest to the readers of this Journal. On the theory that there is no accounting for taste, the result of my study follows:

*Legal effect of the insertion of a comma between a terminal qualifying word or phrase and the last of a preceding series of possible antecedent words or phrases*

After a careful perusal of many learned tracts on grammatical construction and punctuation,<sup>1</sup> as well as British and Ameri-

can cases on the subject,<sup>2</sup> we are reluctantly driven to the conclusion that there can be no justification for the statement unblushingly propounded by a distinguished punctuist that:

"The mind of one who happens to have an eye for a comma is not necessarily incapable of comprehending larger issues or embracing wider interests."

In fact, the reverse would appear the better reasoning. Proficiency in comprehension in any other field is definitely a handicap in the demesnes of grammar. For that reason, this report, together with any criticism of it, must be definitely set down as a declaration against interest.

Before considering the authorities dealing directly with the cause and effect of inserted or omitted commas it seems advisable to review the cases which purport to assess the estate of punctuation in general, insofar as the law is concerned. Fair warning is hereby given that this enterprise will be very painful to a true punctuator. The law, so it says in effect, does not give a tinker's damn for punctuation.<sup>3</sup> In an iterated effort to demonstrate this

<sup>1</sup>Unfortunately for the legal punctuist, the cases on punctuation are not collected in the digests under a single heading. The West Publishing Company's key numbers dealing with punctuation are: Constitutional Law §14, Contracts §158, Deeds §90, Insurance §146 (2), Appeal and Error §662 (1), 938 (3), Statutes §§147, 181 (1), 200, Taxation §421 (1), Wills §465, Charities §31. Many of the American cases are collected in 3 A.L.R. 1062 and supplemental annotations. See also C.J.S., Contracts §306; American Jurisprudence, Contracts §256; Williston on Contracts §619. The British digesters are apparently oblivious to punctuation as a topic or even a sub-topic of discussion.

<sup>2</sup>G. V. Carey, *Mind the Stop* (Preface), Cambridge University Press (1939).

<sup>3</sup>The disdain of the law for punctuation is doubtless partly attributable to its absence on the rolls of Parliament and in early deeds, punctuation being supplied for the former by the printer after the enactment of the Act. See Craines, *Statute Law*, (2nd Ed.) pps. 24, 198, 199. Statutes present a special case in that the legislators, in early times at least, would have only heard the act read before passage. See Crawford, *Statutory Construction*, §199, note 147. It required a special Act of Parliament (13 & 14 Vict. C. 21, S. 2 (s)) to permit the introduction of a full stop into a British statute. Full punctuation was not introduced into statutes in

<sup>1</sup>Of the authorities on grammar and punctuation examined, only one makes reference to the use of a comma for the purpose under discussion in this report. See Fowler, *A Dictionary of Modern English Usage*, discussion and examples under "and 3," p. 24. The examined works, which apparently do not discuss our problem, are: *King's English*, (3rd Ed.), Fowler; *Mind the Stop*, Carey; *American Punctuation*, Summey; *Punctuation*, Brittain; *Get it Right*, Opdycke; *Standard Handbook for Secretaries*, Hutchinson; *College Handbook of Composition*, Wolley & Scott; *Crowell's Dictionary of English Grammar*, Wesseen; *Advanced English Grammar*, Kettridge & Farley; *English Grammar Simplified*, Fernald. However, no representations are made that the search for grammatical authority has been exhaustive.



attitude towards a tool which is of inestimable value in constructing written opinions, the judges have minted denunciatory clichés by the caseful.

Perhaps the most devastating of these is the solemn pronouncement that "punctuation is no part of the English (or presumably any other) language!"<sup>1</sup> It is difficult to comprehend the extent of the gulf that this dictum opens up between the juridical and grammatical mind. No less an authority than Fowler describes the most common marks, viz. (.) (: ) (: ) (,) as strictly *tones* rather than stops and the (-) as, among other things, an exponent of emotion.<sup>2</sup> It would obviously be difficult for one holding such views to banish the whole subject from the language with one well punctuated sentence.

However interesting questions as to what punctuation is not a part of may be to some minds, to your Subcommittee the decision to exclude punctuation from the language is a matter of supreme unimportance. This is for the reason that no amount of cliché supported legerdemain can make punctuation marks disappear from a written instrument containing them. Being indelibly within the traditional four corners, there is no legitimate way to keep them from being a part thereof; unless it can be demonstrated that they were placed by mistake. As will be seen, however violent may be the accompanying disparagement, courts will inquire into the effect upon language of proper, improper or even omitted punctuation in the overall quest to determine the intention of the

parties. Your Subcommittee has been unable to find a recorded case which, in its opinion, would have been decided differently if punctuation had been admitted to the language by royal decree or constitutional amendment.

A few of the other non-complimentary legal characterizations of punctuation are briefly noted below:

(a) "Punctuation, at best a most fallible guide, is always subordinate to the text and is *never allowed to control its meaning*,"<sup>3</sup> (italics supplied). This statement usually appears in cases which decide that punctuation has been improperly inserted or omitted. Applied literally, it would render punctuation legally valueless since punctuation can have no other function than the control or coloring of meaning.

(b) "The words control the punctuation marks, and not the punctuation marks the words."<sup>4</sup> Visualization of the issue as a struggle for control between unequal contestants is very common in the cases. But, see *Army v. Navy* (1950).

(c) "Punctuation may be resorted to only when all other means fail." Life boats can be important too!

(d) "While punctuation may be resorted to in order to solve an ambiguity which it has not created, punctuation or the absence of punctuation will not itself create ambiguity."<sup>5</sup> This is surely *in apicibus juris*. In most well regulated households the one who makes a mess is supposed to clean it up. But, Punctuation, even *absente*, can't resolve an ambiguity it can't create.<sup>6</sup>

It is hoped that we are not carrying this disparagement of disparagements too far. We have a definite purpose in mind. The

<sup>1</sup>Holmes v. Phenix Ins. Co., 98 Fed. 240; Kansas City Life Ins. Co. v. Wells, 133 Fed. 2nd 224. Contrarywise, the "caret" is "a definite character of the English language, clearly defined and established by immemorial usage." Collins v. Hughes, 134 Neb. 420, 278 N. W. 888.

<sup>2</sup>Fowler, *King's English*, (3rd Ed.) p. 229.

England until 1859. Under modern conditions legislators can see the proposed punctuation before enactment and there would appear to be no compelling reason to disregard it as an aid to construction. See: Sutherland, *Statutory Construction* (3rd Ed.) §4939; Tyrrell v. City of N. Y., 159 N. Y. 239, 53 N. E. 1111; State v. Desjardes, 47 La. Ann. 1167, 17 So. 811; Blood v. Beal, 100 Me. 30, 60 Atl. 427; Taylor v. Caribou, 102 Me. 401, 67 Atl. 2; U. S. ex rel Palermo v. Smith, 17 Fed. 2nd 534, rev. 11 Fed. 2nd 980. But there is much authority to the contrary. Hammock v. Loan and Trust Co., 105 U. S. 77; Sutherland, *Statutory Construction* (2nd Ed.) Sec. §61; Black, *Interpretation of Laws*, p. 153. For an interesting article on this whole subject see Lavery, *Punctuation In the Law*, 9 A.B.A.J. 225.

<sup>3</sup>Stoddart v. Golden, 179 Cal. 663, 178 P. 707.

<sup>4</sup>Holmes v. Phenix Ins. Co., 98 Fed. 240 (CCA 8th); Ewing v. Burnet, 11 Peters (U. S.) 41.

<sup>5</sup>Empire Ins. Co. v. Cooper (Texas), 138 S.W. 2nd 159; Amory Mfg. Co. v. Gulf etc. Co., 89 Tex. 419, 37 S. W. 856.

<sup>6</sup>Anderson etc. Co. v. Bruhlmeier, 134 Tex. 577, 136 S. W. 2nd 800.

<sup>7</sup>In Seay etc. v. McCormick, 68 Ala. 549, the court felt that the absence of punctuation in the following chattel mortgage clause created ambiguity: "My entire crop of corn cotton seed fodder peas potatoes and cane." In deciding that both "cotton" and "cotton seed" were included under the mortgage, the court said "the rules of proper construction authorize these (punctuation marks) to be supplied by the court so as best to effectuate the intention of the parties."

general attitude of the courts towards this subject forms the back drop in front of which any legal play on words must be acted, with punctuation in the prompter's box. Before staking a legal-all on a comma it is well to realize that a litigant's counsel will have an ample supply of predigested judicial mud to throw at anyone who has the temerity to suggest that punctuation is entitled to respect.

On the other hand, the champion of the comma is not without weapons. It is surprising how many times he has gotten back on his feet to win in the tenth round. For instance, he can always make use of these *bon mots* in the in-fighting: "Punctuation may be resorted to as an aid in construction when it tends to throw light on the meaning"<sup>12</sup>—"Punctuation may aid in determining the meaning of doubtful language"<sup>13</sup>—"Punctuation cannot be arbitrarily ignored"<sup>14</sup>—"In the construction of contracts as well as statutes it is permissible to interpose proper punctuation marks to make the meaning clear and carry out intention,"<sup>15</sup> etc.

It is in this setting that we consider the effect of the comma in question as to who may perform the structural alterations. Fortunately, there are cases directly in point. In some of them the lowly comma has done very well for itself.

First, it should be observed that there is a well established rule that in successive clauses a disjunctive phrase of the last clause is not generally effective beyond its nearest antecedent.<sup>16</sup> However, as pointed out by Sutherland,<sup>17</sup> "This principle is of no great force; it is only operative when there is nothing in the statute indicating that a relative word or qualifying provision is intended to have a different effect, and a very slight indication of legislative purpose, or a parity of reason, or the natural and common sense reading of the statute may overturn it and give it a more

comprehensive application." Moreover, these considerations are equally applicable to the construction of contracts and like instruments.<sup>18</sup> From the cases which follow, it would appear that the comma, in spite of its inherent weakness in the law, is nevertheless sometimes strong enough to supply that little something needed for this purpose.<sup>19</sup>

In *Tidal Oil Co. v. Roelfs*, 77 Okla. 183, 187 Pac. 486 (1920), the question before the court was the proper construction of an oil and gas lease in which two clauses, separated by commas, were followed by a restrictive clause which was not preceded by a comma. The court held that the absence of the comma required the conclusion that the restrictive clause qualified only the clause to which it was appended. The court said:

"The provision of the lease is not ambiguous, as written with the comma omitted, and it would not be ambiguous if the comma were inserted. If the comma were inserted, the court, in applying rules of grammar, which are also presumed to be known and understood and followed in the construction of statutes and contracts, would be compelled to hold that the restrictive clause qualified both antecedents. The rule is that no comma must be placed between restrictive adjuncts or clauses and that which they restrict. A restrictive clause, however, must be set off by a comma, when it refers to several antecedents which are themselves separated by that point."

The *Tidal* case is cited with approval in *St. Louis-San Francisco Ry. Co. v. Bengal Lumber Co.*, 145 Okla. 124, 292 Pac. 52 (1930). That case involved the proper construction of a lease containing the following provision:

"In further consideration for the making of this lease, lessee hereby covenants and agrees to protect, indemnify and save harmless lessor from and against all damages, claims, demands, causes of action, suits, judgments, attorneys' fees, costs and expenses sustained or incurred

<sup>12</sup>*Lunt v. Aetna Life Ins. Co.*, 253 Mass. 610, 149 N. E. 660; *Nickels v. Scholl*, 228 Mass. 205, 117 N. E. 34; *Greenough v. Phoenix Ins. Co.*, 206 Mass. 247, 92 N. E. 447.

<sup>13</sup>*Williston on Contracts*, §619 and cases cited.

<sup>14</sup>*Kreiger v. Stauffer*, (Ohio CC), 67 N. E. 2nd 449.

<sup>15</sup>*Caldwell v. USF&G Co.*, 205 Ala. 463, 88 So. 574.

<sup>16</sup>*Cushing v. Worrick*, 75 Mass. 382; *Perry v. Mott Iron Co.*, 207 Mass. 501, 93 N. E. 798; see *Sutherland, Statutory Construction* (2nd Ed.) §420, (3rd Ed.) §4921 and cases cited.

<sup>17</sup>*Sutherland, Statutory Construction*, (2nd Ed.) §420.

<sup>18</sup>*General Acc. Assur. Corp. v. Louisville, etc. Co.*, 175 Ky. 96, 193 S. W. 1031.

<sup>19</sup>A comma is, of course, not essential for this purpose. Sometimes a semicolon will help do it. *Osborn v. Farwell*, 87 Ill. 89. Or the over-all considerations will compel it without the aid of punctuation. *General Acc. Assur. Corp. v. Louisville, etc. Co.*, supra note 18; *People's Nat. Bank v. Nickerson*, 108 Me. 341, 80 Atl. 849.

by lessor resulting from fire communicated from any building, structure, improvement or other property located on said leased premises, or any part thereof, to any car or cars which may have been placed on any track or tracks of the railroad, and to the contents thereof, and to any and all other property, and resulting from injury to or death of persons and loss or destruction of or damage to property, caused in any manner by any acts or omissions, negligent or otherwise, of the lessee, or any of his agents, servants or employees."

The point at issue was whether the clause "caused in any manner by any acts or omissions, etc." restricted the clause relative to damages from fire. The court held that the comma between the word "property" and the word "caused" in the above quotation made the restrictive clause applicable to both the fire and the other than fire clauses of the agreement. The court said:

"The rule is that no comma must be placed between restrictive adjuncts or clauses and that which they restrict. A restrictive clause, however, must be set off by a comma, when it refers to several antecedents which are themselves separated by that point.

\* \* \*

"The contract is not ambiguous if read as punctuated. Therefore, there is no room for construction."

This is probably the outstanding example of an overworked comma. The comma upon which the decision turned resulted in the restrictive clause carrying back over 66 intervening words and 7 intervening commas.

On the other hand, in *Holmes v. Phenix Ins. Co.*, 98 Fed. 240 (CCA 8th, 1899), in construing coverage for damage from "windstorms, cyclones, or tornadoes" the court rejected the insured's contention that the phrase "unless other damage occur," in the sentence set forth below, related back to the first clause in the sentence. The provision was as follows:

"This Company will not be liable for any loss or damage that may occur from hail or lightning, directly or indirectly, or by the blowing down of chimneys, loose clapboards, weather vanes and shingles, unless other damage occur."

The building insured was damaged by a wind and hail storm. The insured contended that by reason of the concluding phrase the entire loss was covered. The court did not discuss the effect of the comma between "shingles" and "unless" but centered its attention on the comma between "indirectly" and "or". The decision was that, construing the contract as a whole, the latter comma would not be permitted to so closely associate the first and second clause as to cause both of them to be modified by the concluding phrase.

This case demonstrates that a comma preceding a qualifying phrase will not cause the phrase to modify all possible prior antecedents, if the plain meaning of the language of the whole instrument shows a contrary intention. In this connection punctuation marks or the lack of them between the preceding antecedent clauses may be regarded as affecting the strength of the comma preceding the qualifying phrase. See *People's Nat. Bank v. Nickerson*, 108 Me. 341, 80 Atl. 849 (1911).

In *Allen v. USF&G Co.*, 269 Ill. 234, 109 N.E. 1035 (1915), the proper construction of the following provision in a fidelity bond was at issue:

"\* \* \* pay and reimburse the obligees aforesaid all costs, losses, damages and expenses which they may sustain or suffer by reason of any act of fraud or dishonesty, amounting to larceny or embezzlement \* \* \*"

The court held that the phrase "amounting to larceny, etc." modified the word "act" and not "dishonesty," and stated that the punctuation of this condition (viz. the comma between "dishonesty" and "amounting") lends support to this construction. The presence of this comma enabled the court to distinguish *City Trust, etc. Co. v. Lee*, 204 Ill. 69, 68 N.E. 485 (1903) in which the opposite conclusion had been reached with respect to the following wording:

"\* \* \* (Loss) sustained by the employer by or through the dishonesty or any act of fraud of the employee amounting to larceny or embezzlement \* \* \*"

The *Lee* case held that "amounting to larceny, etc." did not modify the word "dishonesty."

*Kreiger v. Stauffer* (Ohio CC), 67 N.E. 2d 449, demonstrates that a comma in a will can control a qualifying clause in such

a way as to cause it to modify a more remote antecedent than the nearest.

The case of *Greenough v. Phoenix Ins. Co.*, 206 Mass. 247, 92 N.E. 447 (1910), involved the construction of a provision of the Massachusetts standard form of fire policy, reading as follows:

"In case of any loss or damage under this policy, a statement in writing, signed and sworn to by the insured, shall be forthwith rendered to the company, setting forth the value of the property insured, the interest of the insured therein, all other insurance thereon, in detail, the purposes for which and the persons by whom the building insured, or containing the property insured, was used, and the time at which and the manner in which the fire originated, so far as known to the insured."

The court held that the phrase "so far as known to the insured" modified the clause "all other insurance thereon, etc." saying:

"The general rule that a modifying clause is ordinarily to be confined to the last antecedent does not apply where a consideration of the subject matter requires a different construction. The punctuation of the paragraph \* \* \* con-

firms this view and punctuation, although often disregarded, may be resorted to when it tends to throw light upon the meaning of the language."

*Dowling v. Board of Assessors*, 268 Mass. 578, 168 N.E. 73, demonstrates that punctuation similar to that in the *Greenough* case will not be allowed to produce a result which is inconsistent with the obvious purpose of a statute as shown by the legislative history thereof.

**Conclusion:** It is apparent from the authorities cited on the point, that the inserted comma in the provision in question would probably legally accomplish its intended purpose. However, it is also clear that a comma in that position does not automatically reach the desired result. It is always in danger of being overridden by a jurist's ideas as to the over-all intended meaning of the policy. Because of the many legal denunciations of punctuation at his disposal, plus the doctrine that the instrument will be construed against the one who draws it, a judge can make short shrift of the comma if he wants to.

For these reasons it is inadvisable for a draftsman to rely on punctuation to accomplish his purpose whenever it is possible to avoid doing so.

## Can An Automobile Accident Be A "Transaction" Under the Dead Man Statutes?

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**Y**ES, is the answer of a number of the courts which has passed on this question.

Before the impact of this information has subsided, review with me, if you will, the background and philosophy of the Dead Man Statutes.

Typical of such statutes is the Florida Act:

"Witnesses; as affected by interest.—No person, in any court, or before any officer acting judicially, shall be excluded from testifying as a witness by reason of his interest in the event of the action or proceeding, or because he is a party thereto; provided, however, that no party to such action or proceeding,

nor any person from through or under whom any such party, or interested person, derives any interest or title, by assignment or otherwise, shall be examined as a witness in regard to any transaction or communication between such witness and a person at the time of such examination deceased, insane or lunatic, against the executor, or administrator, heir at law, next of kin, assignee, legatee, devisee or survivor of such deceased person, or the assignee or committee of such insane person or lunatic; but this prohibition shall not extend to any transaction or communication as to which any such executor, administrator, heir at law, next of kin, assignee, lega-



tee, devisee, survivor or committeeman shall be examined on his own behalf, or as to which the testimony of such deceased person or lunatic shall be given in evidence."

Under the common law, one who had an interest in the outcome of litigation could not testify concerning facts in issue. While the general purpose of the statute was to remove any restriction on testimony this limitation, in effect, is preserved when a deceased person is involved. This end is accomplished by the following language in the Florida Statute, supra:

"\* \* \* no party \* \* \* shall be examined as a witness in regard to any transaction or communication between such witness and a person at the time of such examination deceased \* \* \*"

One of the controlling questions is the determination of a "transaction". These criteria are gleaned:

- (a) If the witness should testify falsely, could the deceased, if living, contradict the witness?
- (b) Is the act or thing done about which testimony is offered something which the deceased could corroborate or deny?
- (c) Is the act or thing as to which testimony is to be given, a material or essential link in the chain establishing liability against the estate of the deceased?
- (d) Was something done by one person which affects another person's rights and out of which a cause of action arose?

Perhaps the clearest cut decision illustrating "transaction" in the sense I have implied is *Miller v. Walsh's Administratrix*, 43 S. W. 2d (Ky.) 42. That action<sup>1</sup> was one for wrongful death arising out of

an accident between a pedestrian (plaintiff's decedent) and a truck. The trial court excluded certain testimony by the defendant truck driver. This was assigned as error. In affirming, the court said:

"The speed and movement of the truck, the sounding of the horn, and all that Gentner (the driver) observed and did, as well as the movements of the deceased, were so closely related to, and inseparably connected with, the accident as to bring them within the knowledge or observation of the deceased, make them a necessary part of the accident and thus constitute a transaction with the deceased."

The California court<sup>2</sup> has been categorical in its conclusions. In a case involving an impact between two automobiles, it said: "the collision of the two automobiles was a transaction out of which arose a question of law."

What, you may ask, is the rationale of these decisions interpreting an automobile accident as a "transaction"?

As Judge Brickell said in *Louis v. Eaton*, 50 Ala. 471, "the right and privilege of testifying must be mutual."

In *Owens v. Owens*, 14 W. Va. 88, 95, the court said:

"The law in the exception to the privilege to testify was intended to prevent an undue advantage on the part of the living over the dead, who cannot confront the survivor, or give his version of the affair, or expose the omission, mistakes, or perhaps falsehoods of such survivor. The temptation to falsehood and concealment in such cases is considered too great to allow the surviving party to testify in his own behalf. Any other view of this subject, I think, would place in great peril the estates of the dead, and would in fact make them an easy prey for the dishonest and unscrupulous."

The general object of the statutes restricting testimony of transactions with a deceased person is equality for and fairness<sup>3</sup> to the deceased.

In commenting on the restrictive phase of the Alabama statute the court said:<sup>4</sup>

<sup>1</sup>*Colla v. Carmichael U Drive Autos*, 111 Cal. App. 784, 294 P. 378.

<sup>2</sup>*Tucker v. Anderson*, 172 Iowa 277, 154 N. W. 477.

<sup>3</sup>*Quall v. Monroe County Bank*, 156 So. (Ala.) 846, 847.

<sup>1</sup>§90.05, Florida Statutes, 1951.

<sup>2</sup>*Bankers Trust v. Bank of Rockville Center*, 144 N. J. Eq. 391, 168 A. 733; *Klein v. York*, 149 Tenn. 81, 257 N. W. 861; *Atkins v. Dodds*, 121 S. W. 2d (Texas) 1010.

<sup>3</sup>*Davis v. Pearson*, 16 S. E. 2d (N. C.) 655, citing *Boyd v. Williams*, 175 S. E. (N. C.) 832, 834.

<sup>4</sup>*Scarborough v. Smith*, 18 Kan. 399; *Colla v. Carmichael U Drive Autos*, 111 Cal. App. 784, 294 Pac. 378.

<sup>5</sup>Other cases holding that wrongful death actions are within the letter and spirit of "Dead Man Statutes" are: *Foster v. Shepherd*, 258 Ill. 164; 101 N. E. 411; *Souther v. Belleau*, 203 Ky. 508, 262 N. W. 619; *Munns v. Crossman*, 193 N. Y. S. 714.

"the purpose \* \* \* is to seal the lips of living parties where death has sealed the lips of others."

A natural inquiry is when does the "transaction" begin and when does it end, especially as it relates to an automobile accident. This question was answered in *Davis v. Pearson*.<sup>9</sup> The court held that the plaintiff's testimony concerning events preceding and subsequent to the accident was inadmissible.

Warnings of a passenger to the deceased driver have been excluded. In *Waters v. Markham*, 204 Wis. 332, 235 N. W. 797, the plaintiff and the defendant's decedent were on a motor trip when the automobile overturned. There were no witnesses. The Supreme Court held it error for the trial court to admit plaintiff's testimony as to warning the deceased who was driving. The court gave as its reason the statute prohibiting testimony as to transactions with deceased persons.

Where there are no eye witnesses and the physical facts do not cry out liability, timely<sup>10</sup> objection to plaintiff's testimony as to how the automobile accident occurred will prove most helpful. But, like all rules of evidence, this can be a two-edged sword.

<sup>9</sup>*Davis v. Pearson*, 16 S. E. 2d (N. C.) 655, citing *Boyd v. Williams*, 175 S. E. (N. C.) 832, 834.

<sup>10</sup>A failure to object to cross-examination which opens up the subject matter waives the protection of the Florida Statute, page 1, supra. *McMullen v. St. Lucie County Bank*, 128 Fla. 745, 175 So. 721; *Rich v. Hunter*, 135 Fla. 309, 185 So. 141; *Doing v. Riley*, 176 F. 2d 449; *Mayer v. Mayer*, 54 So. 2d (Fla.) 105. The propounding of interrogatories or the taking of testimony for purposes of discovery has been held not to waive the protection of the statute. *Catlett v. Chestnut*, 117 Fla. 538, 158 So. 418, 420; *Clayton v. Ogden State Bank*, 26 Pac. (2d) (Utah) 545, 82 Utah 564.

Thus, plaintiff may object to "explanations" by the defendant who survived and the result can stifle your defense.

There are strong cases to the contrary of the theme here presented,<sup>11</sup> although some are distinguishable in theory at least. And some text writers, in their usual eloquence, have taken these holdings to task.

It has been my experience that few negligence trial lawyers are aware of the effect of the restrictive provisions of Dead Man Statutes. While this article is far from exhaustive, it is hoped that it will serve to alert its readers to the possibilities.

<sup>11</sup>*Seligman v. Orth*, 205 Wis. 199, 236 N. W. 115, where the statute read: "\* \* \* transactions or communications personally with deceased." (Underlining supplied). *Bankin v. Morgan*, 193 Ark. 751, 102 N. W. 2d 552.

<sup>12</sup>*Wigmore on Evidence*, 2d Ed., in which the author says in §578, p. 1005-6: "The truth is the present rule is open, in almost equal degree, to every one of the objections which were successfully urged nearly a century ago against the interest-rule in general. Those objections may be reduced to four heads: (1) That the supposed danger of interested persons testifying falsely exists to a limited extent only; (2) That, even so, yet, so far as they testify truly, the exclusion is an intolerable injustice; (3) That no exclusion can be so defined as to be rational, consistent, and workable; (4) That in any case the test of cross-examination and the other safeguards for truth are a sufficient guaranty against frequent false decision. Every one of the first three objections applies to the present rule as amply as to the old and broader rule. The fourth applies with less apparent force, because the opponent's testimony is lacking in contradiction. And yet, upon what inconsistencies is based even this support for the rule! For its defenders in effect declare the lack of this opposing testimony to be the sole ground for an exceptional rule adapted to that particular situation; and yet, since the deceased opponent is a party, he would have been by hypothesis a potential liar equally with the disqualified survivor; so that the rule rests on the supposed lack of a questionable species of testimony equally weak with that which is excluded."

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## Current Trends In Jury Verdicts

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THREE previous reports have been made to this Association of the trends of verdicts rendered by juries in the courts of the Superior Court of the State of California in the County of Los Angeles in personal injury actions. These are reported in the July, 1945 issue of the Journal at page 10, the July, 1947 issue of the Journal at page 189, and the July, 1949 issue of the Journal at page 199.

The reports cover the verdicts year by year showing the number of verdicts rendered for the plaintiff in each year, the number rendered for the defendant in each year, the total dollar amount of the plaintiffs' verdicts, and the average dollar amount of the plaintiffs' verdicts. The purpose of the reports is to indicate the trend, if any, in the average verdict year by year. This survey covers all cases involving personal injuries arising from negligence that are submitted to the juries of the Los Angeles Superior Court. These

statistics are complete and accurate and are made possible because of the records maintained by the Pat Taylor Jury Service of Los Angeles.

Assumptions were drawn in the previous presentation of these reports as to the trends of the jury verdicts in Los Angeles County which will not be repeated or amplified in this presentation. It is our feeling that the figures speak for themselves and the conclusions to be drawn from the same are obvious. However, for the purpose of clearly showing the over-all picture, we are presenting herewith a summation of the reports of all of the previous surveys which makes a full report from the year 1940 through the year 1952. The only additional comment that will be made at this time is that it can be expected the year 1953 will show an increase in the average verdict due to the fact that a single plaintiff's verdict in the sum of \$265,000.00 was rendered in the Superior Court of Los Angeles in the month of February, 1953.

	Year 1940	Year 1941	Year 1943	Year 1944	Year 1945 to June 7
Number of Cases.....	294	308	220	205	102
Plaintiff Verdicts.....	150	140	101	117	52
Defendant Verdicts.....	144	168	119	88	50
Percentage Plaintiff Verdicts.....	51%	45%	46%	57%	51%
Highest Single Verdict.....	\$ 33,000	37,851	77,600	66,500	74,320
Total of All Plaintiff Verdicts.....	\$ 702,851	691,367	729,783	1,022,077	608,778
Average Plaintiff Verdict.....	\$ 4,686	4,938	7,226	8,736	11,707

	6/7/45 to 12/31/45	1/1/46 to 6/30/46	7/1/46 to 12/31/46	1/1/47 to 4/13/47
Number of Cases.....	176	225	226	155
Plaintiff Verdicts.....	91	143	135	88
Defendant Verdicts.....	85	82	91	65
Percentage Plaintiff Verdicts.....	52%	69%	59%	57%
Highest Single Verdict.....	\$ 82,524	85,000	97,500	100,000
Total of All Plaintiff Verdicts.....	\$ 849,177	1,115,639	974,237	595,634
Average Plaintiff Verdict.....	\$ 9,331	7,802	7,216	6,768

	Year 1948	Year 1949	Year 1950
Number of Cases.....	558	510	534
Plaintiff Verdicts.....	303	270	260
Defendant Verdicts.....	255	240	274
Percentage Plaintiff Verdicts.....	54%	53%	.486 plus
Highest Single Verdict.....	\$ 70,000	54,955	156,937
Total of All Plaintiff Verdicts.....	\$1,761,201	2,270,402	2,119,633
Average Plaintiff Verdict.....	\$ 5,812	6,697	6,729

	Year 1951	Year 1952
Number of Cases.....	547	707
Plaintiff Verdicts.....	211	292
Defendant Verdicts.....	336	415
Percentage Plaintiff Verdicts.....	38%	42%
Highest Single Verdict.....	\$ 111,000	80,000
Total of All Plaintiff Verdicts.....	\$2,250,311	2,582,213
Average Plaintiff Verdict.....	\$ 8,588	6,638

## "I Now Offer This Photograph In Evidence"

LAILDLER B. MACKALL  
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THE defense counsel is more and more being confronted in personal injury cases with efforts on the part of his opponent to introduce into evidence detailed and striking photographs of the plaintiff's injuries. These photographs, often taken shortly after the injuries were received and carefully contrived to achieve the maximum effect on a jury, present serious problems.

The saying of Confucius that "A picture is worth a thousand words," seems to have influenced many courts to allow pictures of personal injuries to be freely introduced into evidence. Several courts have stated that photographs are superior to mere oral testimony in conveying a concept of physical condition to the jury.

"A photograph would ordinarily be more reliable in showing the plaintiff's condition at the time taken than the description that might be given by any witness."

"Photographs frequently convey information to the jury and the court with

an accuracy not permissible to spoken words."

"The photographs portrayed possibly more strikingly plaintiff's injuries than oral testimony could have done."

There is a marked human tendency to accept photographs at their face value, and for this reason a photograph is considered by many to be the perfect witness, one who is always available, an eye-witness who cannot forget, whose memory cannot be distorted and who is impervious to the most skillful cross-examiner.

Earlier decisions recognized the tendency of juries to accept striking and irrefutable evidence of serious, disfiguring and often gruesome injuries proved by detailed photographs as equally complete proof of negligence. The courts established a form of "Best Evidence Rule" to avoid this tendency. Photographs were considered secondary evidence to be admitted only in the

<sup>2</sup>*Davis v. Seaboard Air Line Ry.*, 1904, 136 N. C. 115, 48 S. E. 591.

<sup>3</sup>*Packard v. Moore*, 1937, 9 Cal. 2d 571, 71 P. 2d 922.

<sup>1</sup>*Greenwood Cafe v. Walsh*, 1917, 15 Ala. App. 519, 74 So. 82.

absence of oral testimony.<sup>4</sup> Some courts excluded photographs as merely cumulative evidence which diverted the minds of the jury to improper or irrelevant considerations and often served to arouse a jury's sympathy or indignation.<sup>5</sup>

Unfortunately, there is a more recent tendency to dilute the safeguards erected by these earlier decisions. Some courts actively encourage the practice of admitting photographs as an aid to the comprehension of physical facts.<sup>6</sup>

While some photographs are undoubtedly fair and relevant evidence of personal injuries, the type of photograph which defense counsel must fight with every legitimate weapon at his command, is the gruesome photograph showing pools of blood, fresh gaping wounds with pieces of broken bones protruding, or perhaps the pitiful remains of a small child crushed to death beneath the wheels of a car. In this connection, it has been held in criminal cases, that it is permissible to remove stitches to restore wounds to their original condition;<sup>7</sup> and even more extreme, that sticks or probes may be inserted to open the wound up before it is photographed.<sup>8</sup> Such pictures as these invariably prejudice a jury by inciting its indignation against the defendant, arousing its sympathy for the plaintiff and closing its mind to any real consideration of the question whether liability has been proven.

Despite the inevitable effect such photographs have on juries, some courts have held that if the photograph portrays relevant facts or "reveals the truth," the fact that the picture is also gruesome, does not render it inadmissible.<sup>9</sup>

In a recent proceeding under the Federal Food, Drug and Cosmetic Act, an orange juice product had been seized. It was the charge of the complaining Federal authority that people purchasing this article had been misled into the belief that it had a good vitamin content and was a dependable source of vitamins for children.

Photographs played an important part in the jury trial had in this case. A verdict and judgment for the Government were later reversed by the Court of Appeals for the Third Circuit, the court holding:

" \* \* \* Libellant was permitted to introduce testimony of an expert who had conducted an experiment with sixteen guinea pigs, six of which had been fed a teaspoonful of orange juice per day, six of which had been fed Bireley's, and four of which had been given still a different diet containing no Vitamin C. After 21 to 26 days of this, the six orange-juice-fed guinea pigs were in fine condition, but the other ten pigs had all died in apparent agony. The expert produced pictures of the guinea pigs with their legs drawn up in apparent agony. \* \* \*

"We agree with appellant that the admission of such testimony was neither necessary nor proper. It is impossible to calculate the effect of such testimony in creating prejudice rather than objective conviction in the minds of the jurors. \* \* \* Although sensational and shocking evidence may be relevant, it has an objectionable tendency to prejudice the jury. *It is, therefore, incompetent unless the exigencies of proof make it necessary or important that the case be proved that way.* There was no such need here. On another trial, such evidence should be excluded." (Emphasis supplied.)<sup>10</sup>

It is to be hoped that this opinion may become an important precedent and may initiate a new line of authority on the subject of sensationalism in photographic evidence. If it was improper to use these pictures of dead guinea pigs, is it not much more improper to use horrendous photographs of human beings showing them in the worst phases of their experience and treatment as a result of some accident?

During the course of a recent trial of a personal injury case in Alabama, the trial court admitted in evidence "before" and "after" pictures of the plaintiff, who happened to be an attractive young woman. The court later, however, refused to send these pictures into the jury room on the theory that his so doing was almost like permitting the plaintiff herself to be in the room with the jurors at the time they were deliberating on her case.

The time to fight the reception of ob-

<sup>4</sup>Allen v. Stokes, 1940, 260 App. Div. 600, 23 N. Y. S. 2d 443.

<sup>5</sup>Seleck v. Janesville, 1899, 104 Wis. 570, 80 N. W. 944, 47 L. R. A. 691, 76 Am. St. Rep. 892.

<sup>6</sup>Cady v. Department of Labor and Industries, 1945, 23 Wash. 2d 851, 162 P. 2d 813.

<sup>7</sup>Young v. State, 1931, 38 Ariz. 298, 299 P. 682; People v. Elmore, 1914, 167 Cal. 205, 138 P. 989.

<sup>8</sup>People v. Elmore, supra.

<sup>9</sup>Thibodeau v. Connecticut Co., 1953, 139 Conn. 9, 89 A. 2d 233; Breeding's Dania Drug Co. v. Runyon, 1941, 147 Fla. 123, 2 So. 2d 376.

<sup>10</sup>United States v. 88 Cases, more or less, containing Bireley's Orange Beverage, 1951, 187 F. 2d 967.



jectionable photographic evidence is, of course, at the time such proof is offered. Too often the defense attorney, through lack of knowledge of the essential elements of the science of photography, makes only a token resistance to the introduction into evidence of a photograph which appears to the uninitiated, on its face, to show what it is represented as showing. It thus behooves defense attorneys to educate themselves in what they may be confronted with.

A professional has confessed, "If the photographs of individuals made in studios for portrait purposes told the truth, the professional portrait photographer would soon be out of business."<sup>11</sup> Also, it has been said that a camera is a mechanical device without conscience, and the old warning that one should believe nothing of what he hears and only half of what he sees, appears to have been forgotten under the skillful efforts of the high-pressure plaintiff's attorney. Charles C. Scott has led the way in awakening attorneys to the methods by which photographs may be made to deceive.<sup>12</sup> Mr. Dillard S. Gardner is another who has sought to alert the profession to this problem.<sup>13</sup>

By the selection of different kinds of film, together with certain combinations of filters, by distorting perspective, by careful selection of the amount or direction of light, by placing the camera at a height other than eye-level, results which will amaze the uninitiated are easily achieved. These devices which some plaintiff's attorneys might be able to stomach without disturbing their "ethical slumber," may be taken a step further by the consciously dishonest counsel. Methods such as printing from a reversed negative, the use of infra-red photographs, manipulating a distortion lens board, or even skillful retouching, will produce dishonest testimony as effectively as will buying a witness.

Fortunately, many of these tricks are easy to uncover, provided counsel's eyes are open, and it is the purpose of this article to outline very briefly, some of the more obvious distortions which can be accomplished by the skilled photographer. Only

more than a cursory check of the authenticity of a photograph offered in evidence. The modern tendency not to require a photographer to take the stand before the authenticity of a photograph is accepted, is an indication of how "wide open" the opportunity for deception has become.

As pointed out by Mr. Gardner, some idea of the importance of light in photography can be appreciated from an examination of a picture introduced into evidence in a North Carolina hatchet-murder trial. The picture, of the shaved head of the deceased, revealed horrible cuts on the scalp. As Mr. Gardner notes, the wounds in the skull show up as shadows against a lighter background. This effect is accomplished by exposing the film with a minimum of effective light. That this method was used, is revealed by the very dark background of the picture. Had the picture been taken in a very strong direct light, the wounds would have been minimized and appear to have been merely slight abrasions. Need we comment on the resultant effect on a jury had this been a personal injury case?

The direction from which the scene is lighted has striking effect on the prominence of skid marks. If the light comes from behind the camera, skid marks will show up much more effectively than when the opposite is true. In photographing holes in a pavement the converse applies. If the light is shining towards the camera, a hole will have greater prominence than if the light is from the opposite direction.

A picture of a lesion made on panchromatic film through a blue filter will reveal the wound as much blacker and more unsightly than in fact it is. Such a picture will also show many skin blemishes which the human eye could not have seen. The net effect will lead the jury to believe the injury more disfiguring than it was in fact.

By the use of panchromatic film and different types of red filters, the amount of red which is revealed may be controlled. A wound predominantly red in color can be made to appear nearly invisible and the picture thereby create the impression that the subject suffered only a slight injury. By the same means, bloodstains on a roadway can be entirely eliminated.

Everyone who has used a camera is familiar with the effects of perspective distortion. The classic example is the photograph of a person stretched out on the

<sup>11</sup>*Do Photographs Tell the Truth*, John F. Murray, 21 Neb. Law Review 354.

<sup>12</sup>Scott, *Photographic Evidence*; see also *Medico-legal Photography*, 18 Rocky Mountain Law Review 173.

<sup>13</sup>*The Camera Goes to Court*, 24 N. C. Law Review 233.

if defense counsel is educated, is there any hope of alerting the courts to the need for

ground with his feet towards the camera. The resulting photograph will make the feet appear several times larger than any other part of the body. This is a crude illustration, but in the hands of a skillful photographer, the relevant sizes of objects in view can be distorted by the distance between the camera and the subject. An intersection or a railroad crossing can be made to appear narrow or broad, objects on the near or far side of the crossing can be made to appear distant or close to the crossing, depending on the distance between the camera and the crossing. If a deep lesion is photographed from a distant viewpoint, it will appear flat and the jury will be led to believe that it is shallow and of little consequence. The opposite is also true.

The height of the camera may be used to exaggerate or minimize the height of an obstruction to vision. By placing the camera just above the ground, a low hedge can be photographed in such a way as to change an "open" intersection into a "blind" one. Conversely a "blind" intersection can be "opened up" by increasing the height of the camera.

All of the above devices perhaps do not fall within a strict definition of "faked" photographs. However, if an attorney is seeking a consciously dishonest result, some of the following techniques are available.

It is possible, by reversing the negative and reprinting license numbers, to fake a photograph of a wrecked automobile to show that the opposite side from the one actually struck received the damage. The use of such a photograph in the cross-ex-

amination of a witness whose memory has suffered from the passage of time can be devastating.

Another device is the use of a distortion lens board. Everyone is familiar with the distortion mirrors at an amusement park, and this device simply adapts the same principle to the camera. Striking changes in the physical characteristics of a person are possible. For example, the face of a thin person can be made to appear round and chubby, or the reverse is possible.

The use of infrared photographs will show subcutaneous injuries not visible to the naked eye. So used, such photographs have a legitimate place in medical diagnosis. However, an infrared photograph of a perfectly healthy arm or leg will depict veins with such prominence as to indicate a serious condition to the uninitiated.

Finally, skillful retouching can accomplish almost any desired result.

The attorney who suspects the authenticity of photographs which his opponent seeks to introduce into evidence should demand information as to the type of film; filters and lens used; the exposure; shutter speed; height of camera, type of light under which the picture was taken, and also require the production of the negative from which the picture was printed. Certainly no court should admit photographs into evidence until the above questions have been answered. By making these inquiries an effort to mislead the jury may be uncovered which can be turned around to defendant's advantage. The use of misleading photographs is a sword which cuts two ways.

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## Investigation, Preparation and Defense of Products Liability Cases

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IN any discussion of the investigation, preparation and defense of products liability cases, we must of necessity look to the reported decisions to determine the nature of the suits tried in the past which have established liability upon the defendant, as well as to our own experience in the handling of those claims which have not been preserved for posterity in the law books. As the courts lean in the decisions broadening liability arising out of the manufacture of articles and the rendition of services, so too must we look in that direction that we may be ever aware of the dangers present in every cause of action that arrives on our desks for direction of investigation, preparation of pleadings, the preparation of the actual defense and the participation in the trial.

Many associated with the insurance industry have viewed with alarm the trend towards broadening the scope of coverage of the products policy. With no less concern should we view the attitude of our courts towards that manufacturer and renderer of services whom we call "assured". A review of the decisions both as to coverage and liability clearly indicates that they march hand in hand, as indeed it is logical they must. Alarming as the result may be to some, to all concerned with the claim and legal aspects of products insurance it must be challenging. Challenging because we are now certainly warned that the law of negligence is not static,<sup>1</sup> to the contrary it is active, and our imagination as well as our experience is certainly to be taxed by the nature of the claims with which we are to be confronted now or in the near future.

In dealing with the causes of action which are to confront us, whether we be solely concerned with the investigation of the claims which give rise to the suits, or whether our interest be that of ultimate trier of the case who must project himself into all three phases of this discussion, we

must first understand the various theories which may underline the causes of action. Broadly the theories of action are:

1. Warranty, either express or implied
2. Negligence
3. Deceit or false representation.

We should understand the elements of each of those theories of action and to that end we will discuss them, and in that order.

As to warranty we find that there is no particular phraseology necessary, but whatever a seller represents, at the time of a sale, is a warranty. The assertion or affirmation of a vendor concerning the article sold must be positive and unequivocal. It must be a representation upon which the vendee relies, and which is understood by the parties as an absolute assertion, and not the expression of an opinion.<sup>2</sup> But to be a warranty it need not be so intended by the vendor,<sup>3</sup> as he is bound by the language he uses, be it spoken or written.

By definition, the Uniform Sales Act Section 12, describes an express warranty as any affirmation of fact or any promise by the seller relating to the goods if the natural tendency of such affirmation or promise is to induce the buyer to purchase the goods, and if the buyer purchases the goods relying thereon. But the same section provides that no affirmation of the value of the goods, nor any statement purporting to be a statement of the seller's opinion only shall be construed as a warranty.

An implied warranty is one which, not being expressly made, the law implies by the facts of the sale. Warranties arise in many ways including not only the seller's conduct but indeed his very silence,<sup>4</sup> and the custom and usage of a particular trade.<sup>5</sup> Of course, it must be recognized that any attempt to discuss what constitutes an im-

<sup>2</sup>Hawkins v. Pemberton, 51 N. Y. 198.

<sup>3</sup>Singer v. Zabelin, 24 N. Y. S. (2) 962.

<sup>4</sup>Donovan v. Aeolian Co., 270 N. Y. 267.

<sup>5</sup>Fatman & Co. v. Thompson & Taaffe, 2 Disney 462; Jones v. Bowden, 4 Taunton 847.

<sup>1</sup>Day v. Grand Union Co., 280 N. Y. A. D. 253.

plied warranty would alone require more space and time than is permitted for this paper. Suffice it for our purposes to adopt the definition I have given here and the examples contained later in this paper.

No mention of warranties, as forming the basis for an action is complete without the word of caution that in order to maintain such an action it must be established that the warranty was relied upon, and that there can be no breach of warranty unless there was a sale.<sup>6</sup>

The cause of action which has as its theory the negligence of the assured is based upon the claim of a breach of duty running from the defendant to the plaintiff. This form of action is often avoided by plaintiff's attorneys because of the difficulty of proof usually experienced. Further discussion on that angle of this matter will properly come under the "defense" phase of this paper.

The third general class of theories includes deceit and false representation. While the words themselves describe the nature of such actions, it may be well to point out that in order to establish the existence of such a cause of action it must be shown that there was a misrepresentation of a matter of fact made by the defendant to the plaintiff and that the defendant made that misrepresentation knowingly or in reckless disregard of the truth.<sup>7</sup>

Having very briefly outlined the bare elements of the theories of action we may encounter, perhaps we can now take cases of each category and determine what we should recommend to our investigators as they start out to harvest the facts. We will first assume that we insure the manufacturer.

#### I. INVESTIGATION

A. In some states we will find that in warranty cases it is not necessary in pleading, where a party relies upon a mere general warranty of the quality of the goods sold, to allege whether the warranty is express or implied. An allegation that the vendor warranted the articles to be of a good quality is sufficient; proof of a warranty of either kind will support the allegation.<sup>8</sup> While every defense attorney worthy of the name would narrow the issues through obtaining a bill of particulars, nevertheless the time involved between

the happening of the accident and the receipt of the bill of particulars is important and the investigator should always be prepared to determine whether a warranty existed in the first interview of the assured. Was there correspondence between the assured and the plaintiff, if so, obtain copies for examination. Did the sale take place as a result of a written contract or signed order? Had the assured at any time published any advertising or instruction sheets, which might contain those fatal words of warranty? Were the goods or products enclosed in a wrapper or box which might have some language of description or guarantee printed upon it or, just as important, some instructions warning the user with reference to the product?

At this point it may be well to say something about those warnings. We must carefully inspect the label or other warning to determine that it is adequate, not only in the choice of language it contains, but also in size of print, and in location. For an inconspicuous or insufficiently instructive label, in view of the dangers to be apprehended, will not suffice as a defense. To illustrate, even though a cleaning fluid can bore a label containing in red the following:

#### "CAUTION!

Keep Windows Wide Open  
Top and Bottom When Using.  
Do Not Inhale Direct Fumes."

a judgment for wrongful death was affirmed against the manufacturer and retailer.<sup>9</sup> This should point up that warnings should not be general but very specific in nature and should not minimize possible injurious results.

The advertising matter accompanying the article may in fact induce its use in such manner as to make an otherwise harmless article a source of danger.<sup>10</sup> Where the caution warning is adequate and understood but disregarded, the courts will dismiss the complaint.<sup>11</sup>

Naturally the written word is the most obvious source of liability where express warranties are considered, and for that reason a few hints on what to look for in that category have been given. Of equal or

<sup>6</sup>Eagan v. Horn, 248 N. Y. A. D. 697.

Also see: Maize v. Atlantic Refining Co., 352 Pa. St. 51.

McClaren v. Robins Co., 349 Mo. 653.

<sup>10</sup>Crist v. Art Metal Works, 230 N. Y. A. D. 114.

<sup>11</sup>Fredendall v. Abraham & Strauss, 279 N. Y. 146.

Foster v. Ford Motor Company, 139 Wash. 341.

<sup>8</sup>Day v. Grand Union (Supra).

<sup>7</sup>Warren Balderston Co. v. Integrity Trust Co., 314 Pa. St. 58.

<sup>9</sup>Hoe v. Sanborn, 21 N. Y. 552.



greater importance, however, is claim of express warranty that arose out of spoken and not written words. The susceptibility of speech to distortion and plain warping makes the conversation surrounding the sale of a product a matter of great danger to the insurer. What injured person can resist the realization that a few words may make the difference between a recovery and a defendant's verdict? To guard against such a happening, prompt and thorough investigation is the only safeguard. To outline the investigation needed is unnecessary, we need only state that it should cover who said what, when, where and why, and should of course consist of signed statements or affidavits from all concerned.

It has been said by one of our courts of last resort, that in determining whether an express warranty existed through an affirmation of fact or promise made by the seller, if the evidence does not show such affirmation or promise in direct and express language it must, at least show acts or words from which an intention to make such affirmation or promise can be inferred.<sup>12</sup> So in that fashion may an express warranty arise out of the seller's conduct or his silence. The investigation must be directed with that fact in mind, and an awareness that the silence of the seller may be golden—to the buyer.

Before leaving this branch of the discussion, perhaps it would be well to again remind you that a mere statement of opinion is not a warranty.<sup>13</sup> I leave it to the reader to determine when a statement is one of opinion,—you will find hundreds of decisions to guide you.

While our problems concerning express warranties are great, they are multiplied when we consider implied warranties, which we may repeat, are those which the law implies by the facts of the sale. There are of course the six provisions concerning implied warranties set forth in the Uniform Sales Act, and in the handling of any claim or suit arising out of any claimed or possible warranty, reference to that Act or to other statutes of the State involved should always be the first step not only in the preparation and defense of such matter, but certainly also in the investigation.

Necessarily we cannot here delve deeply

into the subject of implied warranties as the scope of the subject is such as to preclude even a cursory discussion. I may mention that Section 96 of the Personal Property Law of New York is an adaptation of Section 15 of the Uniform Sales Act. That section alone has annotated under it over 300 citations of decision! To intelligently discuss only that section would take a battery of legal experts.

However, rather than leave the subject of investigation of claims or suits involving implied warranties with such generalities, it may be well to point out that we are usually concerned with the warranties that goods shall be reasonably fit for the purpose for which the goods are required, if the purpose of use is made known to the seller and reliance is placed upon his skill or judgment; and also that goods shall be of merchantable quality when they are bought by description. If those two warranties are borne in mind, the test is easier as is supervision of investigation.

#### THE RETAILERS CASE — INVESTIGATION

When we consider the possibilities of liability on the part of any one handling goods or products other than the manufacturer, we immediately visualize the retailer. Of course there may be several others who have handled the products and passed them on. Each of them has a liability if the elements of breach of warranty are present, and we may in this discussion consider that liability as being of the same order as that of a retailer.

In discussing liability arising out of breach of warranty, whether express or implied, there comes a time when we must approach that fascinating yet perplexing question of privity of contract. At a later point further comment on that score will arise, but insofar as the investigation is concerned we should emphasize the necessity of establishing the presence or absence of privity of contract in every warranty case, no matter whose interests we are representing, be it manufacturer, distributor, wholesaler, jobber or retailer. For instance in New York and several other states there can be no breach of warranty, express or implied, without evidence of contract between the parties, and consequently a recovery was denied to a husband in his action for loss of consortium and medical expenses where the wife bought and ate

<sup>12</sup>*Donovan v. Aeolian Co.* (Supra).

<sup>13</sup>Uniform Sales Act. Section 12.



the product," as there is no implied warranty of fitness for human consumption in New York except as to the buyer," and similarly as to an implied warranty of merchantability." It should be unnecessary to add that the buyer may act through an agent, and often does, without destroying his right to recovery."

However, in a number of other states privity of contract is not required in those actions for breach of warranty involving foods, beverages and medicines."

All of this leads back again to investigation—what do we look for? In those states where the rule applies, we look for that privity contract—to whom was the product sold, for whom was that person acting,—what was his relation, if any, to the ultimate consumer, is the plaintiff the ultimate consumer, was the sale intended to furnish the plaintiff with the product for ultimate consumption or use—these and the questions they naturally suggest are typical of the paths down which the investigator must walk, and walk carefully lest he overlook a salient fact.

Where the jurisdiction in which the cause of action arises has applicable a statute governing the adulteration of food and similar laws, reference thereto will form the first inquiry in any investigation concerned with deleterious substance in food products, because very often it is found that violation of such statutes creates per se liability for negligence."

"Giminez v. Great Atlantic & Pacific Tea Co., 264 N. Y. 390.

And see:

Birmingham Chero-Cola Bottling Co. v. Clark, 205 Ala. 678.

Nehi Bottling Co. v. Thomas, 236 Ky. 684.

Roberts v. Anheuser-Busch Brewing Co., 211 Mass. 449.

Flaccamio v. Eysink, 129 Md. 367.

Pelletier v. Dupont, 124 Me. 269.

Tomlinson v. Ballard & Ballard Co., 208 N. C. 1.

"Bourdix v. Willow Brook Dairy, Inc., 268 N. Y. 1. Chysky v. Drake Bros. Co., 235 N. Y. 468.

"Campo v. Scofield, 301 N. Y. 472.

"Ryan v. Progressive Grocery, 255 N. Y. 388.

"Jacob E. Decker & Sons v. Capps, 139 Texas 609.

Parks v. C. C. Yost Pie Co., 93 Kan. 334.

Curtiss Candy Co. v. Johnson, 163 Miss. 426.

Davis v. Van Camp Packing Co., 189 Iowa 775.

Catani v. Swift, 251 Pa. 52.

Madouras v. Kansas City Coca Cola Bott. Co.,

230 Mo. App. 275.

Ward Baking Co. v. Trizzino, 27 Ohio. App. 475.

Nelson v. West Coast Dairy Co., 5 Wash. (2)

284.

"Abounader v. Strohmeier & Arpe Co., 243 N.Y.

458.

Catalanella v. Cudahy Packing Co., 27 N.Y.S.

(2) 637.

## B. Causes of Action based on Negligence

Negligence upon the part of the manufacturer is often very difficult to prove. By reason of that fact attorneys will often avoid that theory of action if any other exists. However, frequently they are forced to rely upon the negligence theory because, either a sale was not consummated or privity of contract did not exist, both of which you will remember, may be essential elements in a breach of warranty suit.

A classic example of the difficulties involved in actions based on negligence is pointed up in the exploding bottle claims. It is quite generally accepted that the almost complete impossibility of proving negligence in such suits together with the lack of privity of contract upon which to base a breach of warranty action, is responsible for the trend towards adoption of the *res ipsa loquitur* doctrine in many states. The proof of the plaintiff in negligence cases is often required to be based upon testimony of employees of the manufacturer, which from the plaintiff's viewpoint is highly unsatisfactory. Such a course of action usually comes about through an examination before trial and the taking of depositions.

Investigation of claims or suits based upon negligence has as its aim the determination whether the assured manufacturer has in any way failed in his duty to use reasonable care to avoid injury or damage to the plaintiff through the intended use of the goods. How is that investigation accomplished? A painstaking step by step checking of the assured's processes is necessary unless the nature of the claim is such as to establish a definite failure in a specified manner so that the investigation may be focused on that factor alone. But too often there are no easy shortcuts. To again mention the exploding bottle, it is not enough to limit the investigation to the safeguards surrounding the selection, testing, washing, handling and inspecting of the bottle. The amount of gas, if any, used in bottling, the temperatures of the product before bottling, temperatures at which it is kept thereafter, the ingredients used in manufacturing the liquid together with an understanding of the chemical processes resulting from the blending of these ingredients, and the cubic contents of the liquid placed in the bottle, may all have some definite bearing on the cause of the bottle exploding. Thus the director of in-

vestigation must fully appreciate all the factors which may cause the failure of the product complained of.

Nor may we feel comfortable when the investigation discloses that the assured followed a standard practice and that its methods of testing and inspection conformed to common usage, for it has been held that proof of standard practice is not necessarily conclusive on the issue of negligence; that it is the duty of the manufacturer or processor to exercise the care that a reasonably prudent and careful person would exercise.<sup>20</sup> So it is for you to weigh your investigation in the light of that reminder.

The doctrine of *res ipsa loquitur* must be considered, if it is to be considered at all, as part of the negligence theory of action. It may not be amiss then to restate the doctrine and so be able to prepare ourselves by proper investigation whenever it rears its ugly head. A California decision has defined the doctrine:

"*Res ipsa loquitur* means simply—the thing or affair speaks for itself, and, so speaking, authorizes the inference of negligence in the absence of a showing to the contrary."<sup>21</sup>

There have been many other decisions written on this doctrine, but quite uniformly the courts are in accord that the principle governing the doctrine applies whenever there is control of the agency which produces the injury by the person charged with negligence, and improbability of the occurrence having happened if he had been reasonably careful.<sup>22</sup> As we will see later, the courts disagree as to what constitutes control. But where the agency which produces the injury is not within the control of the person charged with negligence, or where the occurrence is one which naturally might occur from causes other than his negligence, the inference of his negligence is not fair and reasonable. While in a number of jurisdictions the courts have held that even where a defendant does not produce evidence to rebut the plaintiff's *prima facie* case established by application of the *res ipsa loquitur* doctrine, it is still for the jury to determine

whether the inference of negligence should be drawn,<sup>23</sup> there is none of us who would be comfortable without producing evidence that our defendant had exercised all care reasonably possible in the manufacture or processing of the goods. That is the place where the step by step checking of the assured's process of manufacture comes to the fore, that is where the men are separated from the boys in the field of investigation.

It is our plan to further consider this doctrine at a later point, and we leave it now, only in its relation to investigation, with the warning that while the courts deny that the burden of proof is shifted to the defendant, nevertheless woe betide the defendant who cannot go forward with a showing of all reasonable care in the handling of the product.

To sum up our problem of investigation of those claims and suits based upon negligence, we return to the phrase "reasonable care." But we cannot, or dare not, forget that a mere inspection of the materials to be used in manufacture and the parts to be assembled will not usually constitute reasonable care. Sufficient technical knowledge to select such material as will secure a safe product is required of the manufacturer. And if he incorporates a part made by another into his own product, he must exercise that same reasonable care to ascertain that not only the material out of which it is made but also the plan or method under which it is made are sufficient to ensure a safe finished product.

As a guide to our investigators we must first determine the extent of the risk involved in using the article if the claim is that it was manufactured without the proper precautions. If the article is an automobile, power tools or appliances, high-speed machinery, electrical devices using high-voltage or similarly dangerous instruments where there is danger of serious injury or death unless the finished product is substantially perfect, then the manufacturer must exercise almost meticulous precautions in order to secure the required substantial perfection, and you must point out that duty so that your investigator has that obligation in mind, and the complete file you hand to your trial man, or handed to

<sup>20</sup>*Saglimbini v. West End Brewing Co.*, 274 N.Y. A.D. 201.

<sup>21</sup>*O'Conner v. Mennie*, 169 Cal. 217.

<sup>22</sup>*George Foltis v. City of New York*, 287 N.Y. 108.

*Neuhoff v. Retlaw Realty Corp.*, 289 N.Y. 293.

<sup>23</sup>*Ross v. Cotton Mills*, 140 N.C. 115.

*Sweeney v. Erving*, 228 U.S. 233.

*Glowacki v. North Western Ohio R. & P. Co.*, 116 Ohio St. 451.

*White v. Hines*, 182 N.C. 275.

*Foltis v. City of New York* (Supra).

you in that capacity, will reflect whether or not the assured has failed in his duty.

In those cases where the finished product is unlikely to do more than some comparatively trivial harm to those who use it, no matter how imperfect the article is, it would be absurd to, and the courts do not, require the meticulous precautions we have just mentioned.

An example of that class of case is found in the negligence action brought by a woman and her husband for injuries sustained when the heel of a shoe worn by her and manufactured by the defendant, broke off.<sup>24</sup>

On a motion by the manufacturer to dismiss the complaints of the plaintiffs, the court in granting the motion stated that while the breaking of a heel is a possible consequence it is not the probable result of a defective condition. It is interesting to note, however, that upon a similar motion by the retailer, the court pointed out that the cause of action there was based upon an alleged breach of warranty, and if a jury concluded that the heels upon the shoes were not reasonably fit for ordinary use, a verdict for the plaintiff wife might properly result, and consequently as to him declined to dismiss the complaint. Unfortunately, we do not know whether the retailer subsequently brought a third party action against the manufacturer or what the ultimate result was.

Courts of New York have also refused to treat as dangerous an ordinary bed,<sup>25</sup> a mattress,<sup>26</sup> a knob attached to a toilet flush,<sup>27</sup> and a vacuum cleaner,<sup>28</sup> and the courts of the same state in interpreting Maryland law have said that a cosmetic box may not be regarded as inherently dangerous, a menace to life and health.<sup>29</sup>

Again, you must see to it that the investigator appreciates the burden placed on the manufacturer so that he knows what to look for.

Of course, our comments to this point have not touched and were not intended to

govern those cases where the article manufactured is dangerous because of the way in which it functions, and patently so. As to those articles, the manufacturer owes to those of the public who use it a duty merely to make it free from latent defects and concealed dangers.<sup>30</sup>

"The manufacturer cannot be required to contemplate a misuse by any careless, ignorant, or incompetent person into whose hands the machine may come; injury through the medium of such an agency is neither a probable nor a natural result of anything done or left undone by the maker."<sup>31</sup>

What is the relation of the plaintiff in the investigation—how did the plaintiff come into the position of being the user of the product? These are elements of the investigation which should not be overlooked or neglected. We must remember that the manufacturer may have a liability not only to the vendee but also to all persons whose right or privilege to use the article is derived from him,<sup>32</sup> unless the nature of the article or the conditions of the sale make it improbable that the article will be resold or that the vendee will permit others to use it. So we look not only to the nature of the product, but also to the relationship of the parties for the answer as to whether the assured owed a duty to the injured person.

### C. Deceit or False Representation

To establish a cause of action based upon false representation two important elements must be shown: that a misrepresentation of an essential fact was made by the defendant to the plaintiff, and that such misrepresentation was made knowingly or in reckless disregard of the truth.<sup>33</sup> The similarity between breach of warranty cases and actions for deceit or misrepresentation is apparent, and has been the subject of discussion by Professor Bohlen,<sup>34</sup> and comment by the courts.

For those of us who have, like the writer, found some trouble in distinguishing between breach of warranty and deceit ac-

<sup>24</sup>*Timpson v. Marshall, Meadows and Stewart*, 198 N. Y. Misc. 1034.

See also: *Cook v. A. Garside & Sons, Inc.*, 145 N. Y. Misc. 577.

*Sherwood v. Lax & Abowitz*, 145 N. Y. Misc. 578.

<sup>25</sup>*Field v. Empire Case Goods Co.*, 179 N. Y. A. D. 253.

<sup>26</sup>*Jaroniec v. Hasselbarth, Inc.*, 223 N. Y. A. D. 182.

<sup>27</sup>*Byers v. Flushvalve Co.*, 160 N. Y. S. 1050.

<sup>28</sup>*Galvin v. Lynch*, 137 N. Y. Misc. 126.

<sup>29</sup>*Poplar v. Bourjois*, 298 N. Y. 62.

<sup>30</sup>*Campe v. Scofield* (Supra).

<sup>31</sup>*Bohlen, Studies in the Law of Torts* (1926), Page 126.

<sup>32</sup>*Johnson v. Cadillac Motor Car Co.*, 261 F. 878. *Colbert v. Holland Furnace Co.*, 333 Ill. 78.

<sup>33</sup>*Hindman v. First Nat. Bank*, 112 F. 931.

*Chanin v. Chevrolet Motor Co.*, 89 F. (2) 889.

<sup>34</sup>*Misrepresentation as Deceit, Negligence or Warranty*, 42 *Harvard Law Review*, 733 (1929).

tions it is comforting to read the opinion of a New York judge who stated:<sup>26</sup>

"Prior to the action for assumpsit, the remedy for breach of warranty was an action on the case for deceit. Even today, an action for breach of warranty is, in some respects, an action in tort. Mere breach of contract, generally speaking is not a tort. Yet the distinction between torts and breaches of contract is, oftentimes, so dim and shadowy that no clear line of delineation may be observed and no accurate or satisfactory definition of either may be formulated. Under each cause of action, whether framed in tort or on contract, default or breach of duty involves an injury. At times the same facts may warrant procedure *ex contractu* or *ex delicto*. At such times recovery is not conditioned on definition nor measured by a determination of whether it is grounded in a violation of a duty owing to another or in a breach of contractual obligation."

Under the circumstances we may probably safely leave the topic of investigation of a claim or action based upon deceit or false representation with the comment that if the investigation follows the outline given to cover claims based on breach of warranty, the claims supervisor may rest easy.

## II. PREPARATION

The bare word "preparation" connotes many things. To the lawyer who is charged with the investigation, preparation and defense of a products case, it will include a study of the pleadings upon which the action is based. As each state has its own rules of practice and pleading, we must be again very general in discussing the examination of the pleadings and the steps taken in relation thereto.

A simple and perhaps unnecessary caution is expressed. Do the pleadings set forth a proper cause of action and if so, which of the theories are pleaded? Does the jurisdiction permit joining a count in negligence and breach of warranty?<sup>27</sup> It is not at all unusual to find in one suit several causes of action based upon violation of state pure food acts, breach of warranty and negligence. That situation presents a matter of some concern to the one charged

with preparing the case. Does the file reflect that all of the elements pleaded have received consideration and were the subjects of investigation? If not, dare we ignore the pleaded but uninvestigated possibility? We know that however sure we are as a matter of fact that there was no basis for a pleaded cause of action, we dare not pass it by, but we must treat it seriously and carefully and see to it that further investigation is performed.

As a matter of law is the pleading adequate? This test is no different from that which we apply in every action, but it is no less important for that reason. Does the complaint plead a common law cause of action or one based upon a violation of statute? If it is a common law cause of action, will the practice of your state permit the proof of a violation of a statute under that pleading? It will sometimes be found that the statute need not be pleaded, or even brought to the attention of opposing counsel or the court, during trial, to permit plaintiff's reliance upon its violation as a ground of civil recovery.<sup>28</sup>

If the pleading or part of it sounds in negligence, will your practice permit the application of the *res ipsa loquitur* doctrine, or must that be specially pleaded?

If the suit alleges a cause of action based upon deceit, does the pleading set forth not only that representation was false, but also that the person making it knew it to be false?

After we are satisfied that the pleading states one or more good causes of action against our defendant, then the next step is the determination whether we can find someone else to hold the baby. Are any third party actions possible; can we implead someone else or cross claim against another defendant? In those cases where we represent the retailer or an intermediate handler, we may well find that by judicious use of the remedies set forth in the practice act we may pass the ultimate liability on to someone else.<sup>29</sup> Some jurisdictions call this "vouching in", some "impleader" and still others have different names for the practice. Under any name it may be a relief from liability and should be closely cultivated.

The narrowing of the issues through the use of the demand for bills of particulars

<sup>26</sup>*Pine Grove Poultry Farm, Inc. v. Newtown*, 248 N. Y. 293.

<sup>27</sup>*Standard Oil Co. v. Daniel Burkhartameier Coopersage Co.*, 333 Ill. App. 338.

<sup>28</sup>*Greco v. Kresge*, 277 N. Y. 26.

<sup>29</sup>*Minutilla v. Providence Ice Cream Co.*, 50 R. I. 43.



or interrogatories is very helpful, but requires close study that the important elements are brought to light and that such practice does not become stereotyped. In the same fashion the deposition or examination before trial may many times spell the difference between a successful defense and a calamitous verdict—sometimes however, initiating such an examination results in cross motions and examinations of our own client—so that use of that weapon must be carefully weighed. In many jurisdictions as in Federal practice, there has been great liberalization of the practice of examining an opponent and even witnesses, before trial. We hail those steps as certainly they expedite settlements and help avoid manufactured claims, but even we may be too enthusiastic in their use.

Attention is called to Sections 49 and 69 (subd. 3) of the Uniform Sales Act, which require notice to the seller of the breach of any warranty. That notice must be given within a reasonable time after the buyer knows, or ought to know, of the breach.<sup>30</sup> Was the required notice given? If so, was it given within a "reasonable" time? In what form was the notice and to whom was it addressed? These are important elements of liability under the Sales Act. The many cases annotated under these sections will acquaint you of the rules of your courts on each of those elements.

In the preparation of our defense of a manufacturer in food and beverage cases where the plaintiff's allegations are that foreign substances were present and caused injury, we must be prepared to meet the claim that the mere presence of the offending substance gives rise to an inference of negligence<sup>31</sup> or that the doctrine of *res ipsa loquitur* applies.<sup>32</sup> To be ready to meet those claims we must understand not only

the doctrine of *res ipsa loquitur* which is earlier outlined, but equally difficult, its application. It may be that an outline of certain instances of the application of that doctrine is in order at this point.

The difficulties attendant upon the application of the doctrine become apparent when we compare the result reached in two cases where automobiles left the road for unexplained reasons. In each case a guest passenger was injured, in the California case,<sup>33</sup> it was held that the passenger could recover on no other proof than the unexplained accident; the court citing with favor a statement that the presumption of defendant's negligence arises regardless of the fact that the injury may have been caused by some other agency; in the New York decision,<sup>34</sup> it was held that the lower court erred in applying the doctrine of *res ipsa loquitur*, pointing out that the very possibility of some other cause bringing about the injury precluded the application of the doctrine.

You may be interested in noting just a few of the decisions in the states on this doctrine. The diversity of opinion should make clear the difficulty in laying down any general rules as to the applicability of the doctrine.

South Carolina's Supreme Court has stated that it refuses to adopt the doctrine of *res ipsa loquitur*, although it recognizes that it is the law of many other jurisdictions.<sup>35</sup> Michigan has not adopted the rule, its courts having held that the happening of the accident alone is not evidence of negligence, although they do agree that negligence may be established by circumstantial evidence.<sup>36</sup> And Pennsylvania has said that the rule of *res ipsa loquitur* has been limited in its application by the courts of that state to cases involving injury to passengers through the transportation operations of common carriers or to patrons of utilities dispensing a service which, if not properly managed and controlled, may readily prove dangerous.<sup>37</sup> At the other end of the continent and also the cases interpreting the

<sup>30</sup>*Hazleton v. First Nat. Stores, Inc.*, 88 N. H. 409.  
*Truslow v. Diamond Bottling Corp.*, 112 Conn. 181.

*Howard v. Cowell Coca-Cola Bottling Co.*, 322 Mass. 456.

*Whitfield v. Jessup*, 31 Cal. (2) 826.

*Howard-Cooper v. Umpqua Dredging etc. Co.*, 148 Or. 582.

But Compare:

*Kennedy v. F. W. Woolworth Co.*, 205 N. Y. A. D. 648.

*Silverstein v. Macy & Co., Inc.*, 266 N.Y. A.D. 5.

*Clowerland Farms Dairy v. Ellin* (Md.) 75 A. (2) 116.

*Norfolk Coca-Cola Bottling Works v. Krause*, 162 Va. 107.

*Davis v. VanCamp Packing Co.* (Supra).

*Coca-Cola Bottling Works v. Williams*, 111 Ind. App. 502.

<sup>31</sup>*Brown v. Davis*, 84 Cal. App. 180.

<sup>32</sup>*Galbraith v. Busch*, 267 N. Y. 230.

<sup>33</sup>*Gilland v. Peter's Dry Cleaning Co.*, 195 So. Car. 417.

*Weston v. Hillyer*, 160 So. Car. 541.

<sup>34</sup>*Burghardt v. Detroit United Ry.*, 206 Mich. 545.

<sup>35</sup>*Ambrose v. Western Maryland Railway Co.*, 368 Pa. 1.

*Sierocinski v. E. I. DuPont de Nemours & Co.*, 118 F. (2) 531.



doctrine and its applicability, are the California decisions that the doctrine may be extended beyond the time when the agency causing the injury was in the exclusive control of the defendant if there is evidence that it was not accessible to extraneous harmful forces and that it was carefully handled by plaintiff or any third person who may have moved or touched it.<sup>47</sup> Texas has followed the same rule in almost identical language.<sup>48</sup>

Missouri, in applying the rule to the explosion of a bottle of beverage states through its courts that the doctrine applies where it is shown that the condition of the bottle was not changed after it left the bottler's possession and prior to the occurrence causing the injury. It explains that rule by stating that when all intervening causes have been eliminated then, in effect, the bottle is still regarded as though it continued to remain in the hands of the bottler.<sup>49</sup> Georgia follows the same reasoning;<sup>50</sup> as does New Jersey,<sup>51</sup> but it is rejected in New York;<sup>52</sup> while Vermont specifically held that the rule applied where the defendant relinquished to the plaintiff custody and control of the injurious agency 10 minutes earlier.<sup>53</sup>

Louisiana seems to require, where the agency has been in the possession and control of the plaintiff, that acceptable proof be offered that plaintiff himself did not tamper with or improperly handle the article<sup>54</sup> and although Florida,<sup>55</sup> avoids passing on the question, it appears to lay stress in beverage cases on the importance of showing the bottle was not subjected to any unusual atmospheric changes or changes in temperature, as well as that no improper handling took place. Maine clearly requires control of the agency in the defendant at all times and holds that if the instrument is out of the control of the defendant

even "for a few minutes", the doctrine will not apply.<sup>56</sup>

Ohio requires a strict compliance with the rule that the doctrine of *res ipsa loquitur* is not applicable unless the instrumentality which caused the injury was under the exclusive management and control of the defendant at the time of the occurrence,<sup>57</sup> as does Delaware,<sup>58</sup> while Virginia has held that the doctrine, if not entirely abolished, has been limited and restricted to a very material extent.<sup>59</sup>

Kentucky favors the "one bite" theory and in a case involving the explosion of a single bottle,<sup>60</sup> the court concluded the bottler could not be held liable, but in a case where 27 bottles exploded on the afternoon of injury, it was held that it might be inferred that the bottles were either defective or improperly charged,<sup>61</sup> and North Carolina has held that where it appeared that bottles of the defendant, filled with the same beverage, had exploded on other occasions, under similar circumstances, it was evidence sufficient to form the basis for an inference that the defendant had not exercised the requisite care.<sup>62</sup>

This mention of the various applications of the doctrine of *res ipsa loquitur* may give you an idea of our difficulties in attempting to formulate a guide in any phase of the investigation, preparation or defense of a case to which the doctrine is applied. We can only exhaustively examine the law of the jurisdiction and apply it to the facts at hand. The mention here of certain interpretations of the doctrine does not include an outline of the law of the doctrine itself—suffice it to say that there seems to be as many disagreements as to what constitutes the doctrine, as to its application.

It has been said that to be forewarned is to be forearmed. It is hoped, therefore, that the apparent confusion existing in the case law of the several jurisdictions, will serve to alert us to the necessity of careful

<sup>47</sup>*Escola v. Coca-Cola Bottling Co.*, 24 Cal. (2) 453. *Gordon v. Aztec Brewing Co.*, 33 Cal. (2) 514.

<sup>48</sup>*Honea v. Coca-Cola Bottling Co.*, 143 Tex. 272.

<sup>49</sup>*Kees v. Canada Dry Ginger Ale, Inc.*, 239 Mo. App. 1080.

<sup>50</sup>*Stolle v. Anheuser-Busch*, 307 Mo. 520.

<sup>51</sup>*Payne v. Rome Coca-Cola Bottling Co.*, 10 Ga. App. 762.

<sup>52</sup>*Dunn v. Hoffman Beverage Co.*, 126 N. J. L. 556.

<sup>53</sup>*Curby v. Ruppert*, 272 N. Y. A. D. 441.

<sup>54</sup>*Joly v. Coca-Cola Bottling Co.*, 115 Vt. 174.

<sup>55</sup>*Piacun v. Louisiana Coca-Cola Bottling Co.*, (La.) 33 So. (2) 421.

<sup>56</sup>*Auzenne v. Gulf Public Service Co., Inc.*, (La.) 181 So. 54.

<sup>57</sup>*Hughes v. Miami Coca-Cola Bottling Co.*, 155 Fla. 299.

<sup>58</sup>*Stodder v. Coca-Cola Bottling Plants, Inc.*, 142 Me. 139.

<sup>59</sup>*Glowacki v. North Western Ohio R. & P. Co.* (Supra).

<sup>60</sup>*Curtis v. Akron Coca-Cola Bottling Co.*, Ohio Ct. of Appeals 1939.

<sup>61</sup>*Slack v. Premier Pabst Corp.*, 40 Del. 97.

<sup>62</sup>*Richmond v. Hood Rubber Products Co.*, 168 Va. 11.

<sup>63</sup>*Stone v. Van Noy Railroad News Co.*, 153 Ky. 240.

<sup>64</sup>*Coca-Cola Bottling Works v. Shelton*, 214 Ky. 118.

<sup>65</sup>*Cashwell v. Fayetteville Pepsi Cola Bottling Works*, 174 N. C. 324.

study of the decisions defining both the doctrine and its applicability in whichever state our case falls in.

### III. DEFENSE

The subject "defense of a products case" is just too large in scope for handling in a paper of this nature. It is felt that you should be given a broad outline of the law involved in the defense of those cases and allow you to apply it as your respective jurisdictions require.

We all appreciate that all three branches of this subject are inextricably interwoven and any statement of the law applicable to a given state of facts, likewise affects both the preparation and investigation. That thought should be kept in mind so that we may adopt and apply the various rules of law into our scheme of work preliminary to the actual defense of these cases, and likewise all of the decisions and rules contained under the captions of "Investigation" and "Preparation" should probably be incorporated into these thoughts on defense.

It would seem to us who are interested in this work that all law had its beginning in the old English case of *Winterbottom v. Wright* decided in 1842.<sup>30</sup> You will remember that the defendant contracted to provide a coach to the postmaster to convey mail bags. One Atkinson contracted to furnish the horses and also hired the plaintiff to drive the coach. By reason of a latent defect, the coach broke down, injuring the plaintiff, who sought to recover from the defendant. A recovery was denied on the grounds that the defendant's duty to keep the coach in good condition, was a duty to the postmaster with whom he made his contract, and not a duty to the driver employed by Atkinson, which is just another way of saying there was no privity of contract. The problems of our forbears were relatively simple with that decision accepted universally as the controlling doctrine.

However, just ten years later in 1852 an exception to the general rule appeared in New York.<sup>31</sup> There a manufacturing druggist put up and sold a jar of extract of belladonna, a poison, which had been labelled as extract of dandelion, a harmless medi-

cine. The product passed through the hands of two druggists and was purchased by the plaintiff, Samuel Thomas, for his wife, for whom extract of dandelion had been prescribed. Mrs. Thomas having been made ill by the administration of the mislabelled poison, she and her husband sought to recover from the druggist who put up and mislabelled the product. The court cited the *Winterbottom* case but distinguished it, pointing out that death or great bodily harm was the natural, and almost inevitable, consequence of the sale of belladonna by means of the false label, whereas no such imminent danger existed in the other state of facts. It was held that the duty of the defendant, Winchester, arose out of the nature of his business, and the dangers to others incident to its mismanagement. The court pointed out that the defendant took the position that being a remote vendor, there was no privity or connection between him and the plaintiffs, but that theory was rejected.

Minnesota, at the turn of the century, gave us the next exceptions to the general rule.<sup>32</sup> There the defendant sold to one Pifer a threshing machine which had a sheet iron covering over its mechanism to enable the operator to walk about on top of the machine. The covering was without support and so easily bent that it would not sustain a person's weight. The plaintiff, an employee of Pifer, lost a leg when the covering collapsed. The court in reviewing the entire field of decisions up to that time outlined the general rule to be that a contractor, manufacturer, or vendor is not liable to third parties who have no contractual relations with him for negligence in the construction, manufacture or sale of the articles he handles. The court stated, however, that there were three exceptions to that rule:

1. An act of negligence which is imminently dangerous to the life or health of mankind, and which is committed in the preparation or sale of an article intended to preserve, destroy or affect human life, is actionable by third parties who suffer from the negligence.

2. An owner's act of negligence which causes injury to one who is invited by him to use his defective appliance upon the owner's premises may form the basis of an action against the owner.

<sup>30</sup>10 Meeson & Welsby's Reports, 109.

<sup>31</sup>Thomas v. Winchester, 6 N. Y. 397.

See also:

David v. McKesson & Robbins, 287 N. Y. 622.

Ballard & Ballard Co. v. Jones, 246 Ala. 478.

Cody v. Toller Drug Co., 232 Iowa 475.

<sup>32</sup>Husel v. J. I. Case Threshing Mach. Co., 120 F. 865.

3. One who sells or delivers an article which he knows to be imminently dangerous to life or limb to another without notice of its qualities is liable to any person who suffers an injury therefrom which might have been reasonably anticipated, whether there are any contractual relations between the parties or not.

The determination of the New York Court of Appeals in the *MacPherson vs. Buick Motor Company*,<sup>20</sup> case is but a logical step in the progress in those cases. It will be remembered that the defendant manufactured an automobile and sold it to a retail dealer, who in turn sold it to the plaintiff. While the plaintiff was in the car, a defective wooden wheel collapsed, the plaintiff was thrown out and injured. While the wheel had been purchased by the defendant from another manufacturer, there was proof that its defects could have been discovered by an inspection which however had been omitted.

In the incomparable language of Judge Cardozo, today's rule was formulated:

"If the nature of a thing is such that it is reasonably certain to place life and limb in peril when negligently made, it is then a thing of danger. Its nature gives warning of the consequences to be expected. If to the element of danger there is added knowledge that the thing will be used by persons other than the purchaser, and used without new tests, then irrespective of contract, the manufacturer of this thing of danger is under a duty to make it carefully."

This decision handed down in 1916 has been universally followed throughout the country, and is accepted as the rule in practically every jurisdiction, being even applied in a perfume case, by Massachusetts.<sup>21</sup>

It might be well to observe the comment contained under Section 395 of the Restatement of the Law of Torts:

"In order that the manufacturer of a chattel shall be subject to liability under the rule stated in this Section, it is not necessary that the chattel shall be one the use of which is intended to affect, preserve or destroy human life. The purpose which the article, if perfect, is intended to accomplish is immaterial. The

important thing is the harm which it is likely to do if it is imperfect."

The principle of law set forth in the *MacPherson* case remains unchanged, having been applied to practically every known article. I do not conceive it to be the intent of this paper to set forth the products to which the law has been applied, but rather to give you the principles of law involved so that you may formulate the proper defense and outline the investigation and preparation required therefor. However, it may be of some help to outline a few instances where new aspects of the old law have been uncovered, and the law itself clarified.

Thus, the courts of several states have refused after trial to hold manufacturers negligent merely because certain implements and farming machinery were dangerous and no guards furnished.<sup>22</sup>

And while the *MacPherson* case left unanswered the question whether it was proper to go back of the manufacturer of the finished product, the automobile in that case, and hold the manufacturer of the component part which was the wheel, as you will remember, just a few years later in 1932, the New York Court of Appeals,<sup>23</sup> announced that:

"There emerges, we think, a broad rule of liability applicable to the manufacturer of any chattel, whether it be a component part or an assembled entity. Stated with reference to the facts of this particular case, it is that if either defendant was negligent in circumstances pointing to an unreasonable risk of serious bodily injury to one in plaintiff's position, liability may follow though privity is lacking."

And in 1950 the same Court in its own language states:

"The principle of the *MacPherson* case is no longer limited to manufacturers but has been extended to 'suppliers' as well, a designation which also covers owners and lessors."<sup>24</sup>

It would appear then that the question of liability which the *MacPherson* case left

<sup>20</sup>*Stevens v. Allis Chalmers Mfg. Co.*, 151 Kan. 638. *Yaun v. Allis Chalmers Mfg. Co.*, 253 Wisc. 558. *Davis v. Sanderman*, 225 Iowa 1001.

*Campo v. Scofield* (Supra).

<sup>21</sup>*Smith v. Peerless Glass Co.*, 259 N. Y. 292.

See also: *Carson v. Weston Hotel Corp.*, 342 Ill. App. 602.

<sup>22</sup>*LaRocca v. Farrington*, 301 N. Y. 247.

<sup>23</sup>217 N. Y. 382.

<sup>24</sup>*Carter v. Yardley & Co.*, 319 Mass. 92.

unresolved has been determined, and against the supplier.

There is a limit, I am happy to state, even to the present-day doctrines, and the courts have held where the injury was due to the failure of a worn part, that the manufacturer is under no duty to furnish a machine that won't wear out,<sup>71</sup> and where it was alleged that defective lath was removed because it did not properly hold plaster, the manufacturer of the lath was held to be not liable for the expense of its removal and the replacement by different lath. The New York Court of Appeals affirmed without opinion the holding of the trial Court that the duty of the manufacturer for breach of which liability attaches runs only to those who suffer personal or property injury as the result of either using or being within the vicinity of use of the dangerous instrumentality. The court stated that the expenditure of moneys required for the replacement of the lath is not the character of harm contemplated by the rule.<sup>72</sup>

What we may ask, is the liability of the one who has another produce an article under the former's name? Can the one for whom the article was produced relieve itself entirely by showing it did not manufacture the article? In discussing this matter, Judge Desmond of the New York Court of Appeals said.<sup>73</sup>

"such a vendor may hold himself out to his customer as being the manufacturer and if he does, he takes on a liability like unto that of the manufacturer."

And there are on record cases where a manufacturer's liability is imposed upon a dealer who represents that the substance is prepared for him.<sup>74</sup> And the same or similar liability may be imposed upon a retailer who sells used or second-hand articles which are defective,<sup>75</sup> if he knew or could have discovered by a reasonable inspection that such defect existed and that

it would be imminently dangerous to persons.

In summary then, we may say that the general rule,<sup>76</sup> is that where the article, when put to the uses for which it is intended by the manufacturer, by reason of defects which were known or could have been known by the exercise of reasonable care by the manufacturer, is dangerous to life and limb, the manufacturer is liable to third persons.

#### B. The Dealer

The claim of liability on the part of the dealer or retailer usually is based on breach of warranty, express or implied, or upon false representation or deceit, rather than upon negligence,<sup>77</sup> which may be the basis for the manufacturers or producers liability. And of course the retailers liability may often be the result of statutory requirements not being met, particularly when food products are involved,<sup>78</sup> in which case ignorance of the unwholesome condition is no excuse, nor is the fact that it could not be examined due to a sealed container.

In an earlier portion of this paper it was suggested that reference be had to the Uniform Sales Act and to the local statutes for definition of breach of warranty and for statements of duties running from the vendor to the purchaser and the public. However, we cannot safely rest upon the language of those statutes because often they have been extended by case law, as where it was held that reliance upon the seller's skill and judgment, as required by the New York Personal Property Law, Section 96, might be gathered, as a reasonable inference, from the mere fact of purchase.<sup>79</sup> And that is true in some jurisdictions even as to the purchase of food in sealed containers, if the seller's judgment has been trusted for the selection of the brand or make.<sup>80</sup> There can be no inference of reliance however, where the buyer selects the brand and gets what he selects.<sup>81</sup>

The provisions of the Uniform Sales Act (Section 15, Subd. 4) and the local statutes

<sup>71</sup>*Auld v. Sears, Roebuck & Co.*, 261 N. Y. A. D. 918.

<sup>72</sup>*A. J. P. Contracting Corp. v. Brooklyn B. S. Co.*, 283 N. Y. 692.

<sup>73</sup>*Commissioners of State Fund v. City Chemical Corp.*, 290 N. Y. 64.

See also: *Willson v. Faxon, Williams & Faxon*, 208 N. Y. 108.

<sup>74</sup>*Tiedje v. Haney*, 184 Minn. 569.

<sup>75</sup>*McGuire v. Hartford Buick Co.*, 131 Conn. 417. But see: *Bahlman v. Hudson Motor Car Co.*, 290 Mich. 683.

<sup>76</sup>*Spencer v. Madsen*, 142 F. (2) 820.

<sup>77</sup>*Greco v. Kresge Co.* (Supra).

<sup>78</sup>*Wolfe v. Great A. & P. Tea Co.*, 143 Ohio St. 643.

*Kurth v. Krumme*, 143 Ohio St. 638.

*McKenzie v. People's Baking Co.*, 205 S. C. 149.

<sup>79</sup>*Rinaldi v. Mohican Co.*, 225 N. Y. 70.

<sup>80</sup>*Ward v. Great A. & P. Tea Co.*, 231 Mass. 90.

*Lieberman v. Sheffield Farms*, 117 N. Y. Misc. 531.

<sup>81</sup>N. Y. Personal Property Law, Section 96, Subd. 4.



which have adopted that portion which reads:

"In case of a contract to sell or a sale of a specified article under its patent or other trade name, there is no implied warranty as to its fitness for any particular purpose."

would seem to have furnished the retailer who operates a "self-service" store with a better chance to escape liability after a sale is consummated than his predecessor.<sup>82</sup> In the self-service store the customer must of necessity have purchased the article under its trade name (except in the rare instance of bulk goods packaged by the retailer) which would have the effect of making the quoted subdivision effective. A recent example of some of the difficulties to be experienced is found in a case where a customer in a self-service store picked up a bottle of beer which exploded in her hand resulting in injury. It was held,<sup>83</sup> there was no implied warranty of the fitness of the bottle to hold the contents because there was no consummated contract of sale but the court stated:

"When, therefore, a self-service store invites the customer both to come on the premises and to take physical possession of merchandise in the course of entering into a purchase and sale contractual relationship, and the customer is injured by the unexpected dangerous behavior of the article which until that instant had been in the exclusive possession of the storekeeper, enough has been shown, we think, to make admissible an inference of negligence without proof of active negligence."

In that case the pleadings admitted that the beer contained gas and was bottled un-

der high pressure. There was proof by the plaintiff that the sun was shining through a plate glass window onto the place where the beer was kept, that the day was hot, and that the bottle felt warm when picked up. While the court commented that such proof failed to show active negligent handling of the bottle by the store, the whole picture conjures up a nice question. In the event of a recovery by the customer, may the retailer recover over from the bottler?

Another relatively recent innovation is the leasing out of departments or concessions by the retailer. It is not at all unusual to find a department store consisting of several "independent" concessions and in such an instance, it is the retailer whose name the store carries who is sure to be the defendant, even though the store owner actually does not exercise ownership, operation or control over the department causing or responsible for the injury. In such a case the New York Courts have held that it is sufficient to create liability if it is established that the store owner held himself out as such to the public.<sup>84</sup>

There was an earlier mention of the possibility of the retailer or dealer having a remedy over against the manufacturer or another handler of the product. Full exploration of that possibility should be had under the "preparation" stage of handling the suit, but inasmuch as the indemnification of a defendant is a most important part of his defense, perhaps repetition will be forgiven.

As a final word concerning the defense of an action involving products liability, the intangibles must not be forgotten. The renown, the good will, the public confidence which your product, its manufacturer or your retailer may have built up in its contacts with the public over the years is an invaluable asset.

<sup>84</sup>*Santise v. Martins, Inc.*, 258 N. Y. (A. D.) 663.

<sup>82</sup>*Ryan v. Progressive Grocery Stores* (Supra).

<sup>83</sup>*Day v. Grand Union Co.* (Supra).

See also: *Lasky v. Economy Grocery Stores*, 319 Mass. 224.

Twenty-Sixth Annual Convention

Chateau Frontenac Hotel

Quebec, Canada

June 29-30, July 1, 1953



## New Members Of The Association

In behalf of the officers and older members of the Association the Journal welcomes and takes pleasure in introducing the following named new members, who have joined the Association since April, 1952. We hope all of you will attend the 1953 meeting at Chateau Frontenac Hotel, Quebec, Canada, June 29-30, July 1, 1953.

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BARFIELD, CHARLES V.—San Francisco 4, Cal.  
111 Sutter Street

BARNARD, HERBERT E.—St. Louis 1, Mo.  
Walther, Hecker, Walther & Barnard  
1316 Mississippi Valley Trust Bldg.  
506 Olive Street

BARNES, J. MACK—Waycross, Ga.  
Parker & Barnes  
518-522 Bunn Building  
Box 823

- BARNETT, WALTER M., JR.—New Orleans 12, La.  
Montgomery, Barnett, Brown and Sessions  
1103-6 Maritime Building
- BARRETT, JOE C.—Jonesboro, Ark.  
Barrett, Wheatley & Smith  
Box 816
- BARRY, EDWARD, JR.—Bloomington, Ill.  
State Farm Mutual  
Automobile Insurance Company  
112 East Washington St.
- BARRY, HAMLET J., JR.—Denver 2, Colorado  
Manufacturers and Wholesalers Indemnity  
Exchange  
646 Gas & Electric Building
- BARTH, PHILIP C.—Buffalo 2, N. Y.  
520 M & T Building
- BARTLETT, CLARENCE—Owensboro, Ky.  
Woodward, Bartlett & McCarroll  
221½ St. Ann Street
- BARTON, JOHN L.—Omaha 2, Neb.  
Brown, Crossman, West, Barton & Quinlan  
1010 First National Bank Building
- BARTON, ROBERT M.—St. Petersburg 5, Fla.  
Barton, Saltsman & Enwright  
516 Empire Building
- BARWICK, M. COOK—Atlanta 3, Ga.  
Gambrell, Harlan & Barwick  
825 Citizens & Southern National Bank Bldg.
- BASS, LESLIE—Knoxville, Tenn.  
Burwell Building
- BATEMAN, HAROLD A.—Dallas 2, Texas.  
Brundidge, Fountain, Elliott & Bateman  
2003 Republic Bank Building
- BAUDER, REGINALD I.—Los Angeles 13, Cal.  
Bauder, Gilbert, Thompson & Kelly  
939 Rowan Building
- BAYLOR, F. B.—Lincoln 8, Neb.  
Baylor, Evnen & Baylor  
1204 Sharp Building
- BEACH, CHARLES GORDON—LeRoy, Ohio  
Assistant General Counsel  
Ohio Farmers Insurance Company
- BEARD, LESLIE P.—New Orleans 16, La.  
Beard & Blue  
327 Exchange Place
- BECK, N. L.—Chicago 4, Ill.  
Continental Casualty Company  
310 South Michigan Avenue
- BEEBE, EUGENE H.—Honolulu, Hawaii  
Smith, Wild, Beebe & Cades  
Bishop Trust Building
- BEECHWOOD, GEORGE EUGENE—Philadelphia 2, Pa.  
Conlen, LaBrum & Beechwood  
1507 Packard Building
- BEERS, GLENN B.—Waterloo, Iowa  
Reed & Beers  
537 Black Building
- BEGGS, E. DIXIE—Pensacola, Fla.  
Yonge, Beggs & Lane  
Blount Building
- BEGOLE, ARI M.—Detroit 26, Mich.  
Cary & BeGole  
1822-23 Ford Building
- BEHA, JAMES J.—New York 5, N. Y.  
20 Pine Street
- BELCHER, FRANK B.—Los Angeles 13, Cal.  
Jennings & Belcher  
808 Security Building
- BELL, CHARLES R.—Bowling Green, Ky.  
Bell, Stagner & Orr  
Davenport Building
- BELL, J. HALLMAN—Cleveland, Tenn.  
Corn and Bell  
P. O. Box 655
- BELL, MAJOR T.—Beaumont, Tex.  
Orgain, Bell & Tucker  
First Federal Savings Building
- BELLEMERE, FRED—Kansas City, Mo.  
Bellemere & Bellemere  
Commerce Building
- BELSAN, CHARLES—Shelby, Ohio  
Assistant General Counsel  
Shelby Mutual Casualty Co.  
23 West Main Street
- BENNETHUM, WILLIAM H.—Wilmington 28, Del.  
Morford, Bennethum, Marvel & Cooch  
212 Delaware Trust Bldg.
- BENNETT, HUGH M.—Columbus 15, Ohio  
1235 Huntington Bank Building  
17 South High Street
- BENSON, PALMER—St. Paul 2, Minn.  
St. Paul-Mercury Indemnity Company  
111 West Fifth Street
- BERMAN, H.—Denver 2, Colo.  
Berman, Lilly & Friedrichs  
720 University Building
- BERMAN, JACOB H.—Portland 6, Me.  
Berman, Berman & Wernick  
85 Exchange Street  
Box 13, Pearl Street Station
- BERNARD, SILAS G.—Asheville, N. C.  
Bernard, Parker and McGuire  
Wachovia Bank Building
- BERRY, JOSEPH F.—Hartford 3, Conn.  
Day, Berry & Howard  
750 Main Street
- BEST, R. E.—Greensburg, Pa.  
Smith, Best & Horn  
Bank & Trust Building
- BETTS, FORREST ARTHUR—Los Angeles 17, Cal.  
Betts, Ely & Loomis  
Room 800  
900 Wilshire Boulevard
- BEVERLEY, WILLIAM WELBY—Richmond 19, Va.  
Peyton, Beverley, Scott & Randolph  
1203-07 Travelers Building
- BIENVENU, P. A.—New Orleans 12, La.  
Bienvenu & Culver  
1213 American Bank Building



- BISSELLE, MORGAN F.**—Utica 2, N. Y.  
Tucker & Bisselle  
First National Bank Building
- BLACK, BARRON F.**—Norfolk 10, Va.  
Vandeventer, Black & Meredith  
819 Citizens Bank Building
- BLACKWELL, T. J.**—Miami 32, Fla.  
Blackwell, Walker & Gray  
First Federal Building
- BLAIR, JAMES T.**—Jefferson City, Mo.  
Bacon Building
- BLAKEY, JAMES C.**—Birmingham 3, Ala.  
Martin, Turner, Blakey & Bouldin  
600 N. 18th St.
- BLALOCK, JAMES T.**—Los Angeles 5, Cal.  
Executive Vice-President  
Pacific Indemnity Company  
3450 Wilshire Boulevard
- BLANCHET, G. ARTHUR**—New York 38, N. Y.  
Bigham, Englar, Jones & Houston  
99 John Street
- BLISS, CHARLES E.**—Taylorville, Ill.  
Hershey & Bliss  
Rambach Building
- BLOCK, WILTON A.**—Rochester 4, N. Y.  
Block, Smith & Antell  
412 Union Trust Building
- BLOOM, HERBERT L.**—Chicago 40, Ill.  
Vice-President, Lumbermens Mutual Casualty  
Company  
Mutual Insurance Bldg., 4750 Sheridan Rd.
- BLUE, GEORGE R.**—New Orleans 16, La.  
Beard & Blue  
327 Exchange Place
- BODDINGTON, EDWARD M.**—Kansas City 10, Kan.  
Boddington, Emerson & Boddington  
Suite 1109-1116 Huron Building
- BODY, RALPH C.**—Reading, Pa.  
Body, Muth, Rhoda & Stoudt  
541 Court Street
- BOEHL, HERBERT F.**—Louisville 2, Ky.  
Davis, Boehl, Viser & Marcus  
Kentucky Home Life Building
- BOLSTER, CHARLES STEPHEN**—Boston 10, Mass.  
Bingham, Dana & Gould  
1 Federal Street
- BOLTE, G. ARTHUR**—Atlantic City, N. J.  
Bolte & Repetto  
1516 Atlantic Avenue
- BOMBERGER, CHARLES G.**—Hammond, Ind.  
Bomberger, Morthland & Royce  
5248 Hohman Avenue
- BOND, GEORGE H. JR.**—Syracuse 2, N. Y.  
Bond, Schoeneck & King  
1400 State Tower Building
- BOND, RAY**—Joplin, Missouri  
Joplin National Bank Building
- BOONE, W. T.**—Missoula, Montana  
Smith, Boone & Rimel  
First National Bank Building
- BORGELT, E. H.**—Milwaukee 2, Wis.  
Quarles, Spence & Quarles  
828 North Broadway
- BORING, J. W.**—Vero Beach, Fla.  
Merriman, Boring and Sutherland  
Arcade Building
- BOSS, HENRY M.**—Providence 3, R. I.  
Boss & Conlan  
602 Turks Head Building
- BOUTIN, J. PIERRE**—Quebec City, Canada  
Beaudoin, Boutin and Marcotte  
80 St. Peter Street
- BOWERS, CHARLES W.**—Los Angeles 17, Calif.  
Spray, Gould and Bowers  
1671 Wilshire Boulevard
- BOWLES, AUBREY R., JR.**—Richmond 19, Va.  
Bowles, Anderson & Boyd  
901 Mutual Building
- BOWMAN, BYRNE A.**—Oklahoma City 2, Okla.  
418 Commerce Exchange Building
- BOXELL, EARL F.**—Toledo 4, Ohio  
Zachman, Boxell, Bebout & Torbet  
902 Toledo Trust Building
- BOYD, EMERSON**—Indianapolis 4, Ind.  
Slaymaker, Locke & Reynolds  
750-760 Consolidated Building
- BRADEN, EMMETT W.**—Memphis 3, Tenn.  
Armstrong, McCadden, Allen, Braden &  
Goodman  
800 Commerce Title Building
- BRADFORD, A. LEE**—Miami 32, Florida  
Dixon, DeJarnette & Bradford  
908 First National Bank Building
- BRADFORD, ALFRED S.**—Appleton, Wis.  
Bradford, Derber & Gabert  
123 S. Appleton Street
- BRANDON, J. CAMPBELL**—Butler, Pa.  
Brandon, Millar & Duffy  
704 Savings & Trust Building
- BRANDON, W. D.**—Butler, Pa.  
Brandon, Millar & Duffy  
704 Savings and Trust Building
- BRAUN, JOSEPH H.**—Chicago 1, Ill.  
General Counsel, Inter-Insurance  
Exchange of the Chicago Motor Club  
Braun, Johnson & Ryan  
66 East South Water Street
- BREEN, JOHN M.**—Chicago 40, Ill.  
Vice-President, Lumbermens Mutual Casualty  
Company  
Mutual Insurance Building  
4750 Sheridan Road
- BREESE, GARFIELD E.**—Mason City, Iowa  
Brees & Cornwell  
First National Bank Building
- BRENNER, HUGH L.**—Minneapolis 2, Minn.  
Brenner & Schnell  
1666 Northwestern Bank Building

- BRETHORST, STEPHEN W.—Seattle 4, Wash.  
Brethorst, Fowler, Dewar, Bateman & Reed  
17th Floor, Hoge Building
- BREWER, E. CAGE, JR.—Clarksdale, Miss.  
Brewer and Brewer  
Box 306
- BREWER, EDWARD C.—Clarksdale, Miss.  
Brewer & Brewer  
Box 306
- BREWER, NORMAN C., JR.—Greenwood, Miss.  
210 West Market Street
- BREWSTER, GEORGE M.—Salina, Kansas  
Attorney and Claim Supervisor  
Roy Omer Insurance Agency  
125½ N. Santa Fe
- BRONSON, E. D.—San Francisco 4, Cal.  
Bronson, Bronson & McKinnon  
Mills Tower, 220 Bush Street
- BROOK, HERBERT C.—Chicago 3, Ill.  
Lord, Bissell & Kadyk  
135 South LaSalle Street
- BROOKER, JAMES K.—Bay City, Mich.  
Smith & Brooker  
212-214 Phoenix Building
- BROOKS, JOHN B.—Erie, Pa.  
Brooks, Curtze & Silin  
Suite 610, Marine Bank Building
- BROOKS, L. W.—Baton Rouge 2, La.  
Taylor, Porter, Brooks, Fuller & Phillips  
Louisiana National Bank Building  
P. O. Box 2070
- BROWN, CLARENCE—Miami 32, Florida  
Morehead, Forrest, Brown and Gotthardt  
228 N. E. Second Avenue
- BROWN, C. L.—Miami 32, Fla.  
Brown, Dean & Hill  
Suite 511 Biscayne Building
- BROWN, CLYDE R.—Montroe, La.  
Shotwell & Brown  
712 Ouachita National Bank Building
- BROWN, EDMUND S.—Buffalo 2, N. Y.  
Adams, Smith, Brown & Starrett  
705 Walbridge Building
- BROWN, E. T., JR.—Birmingham 3, Alabama  
Cabaniss and Johnston  
902 First National Building
- BROWN, FRANKLIN R.—Buffalo 2, N. Y.  
Brown, Kelly, Turner & Symons  
440 M. & T. Building
- BROWN, GARFIELD W.—Chicago 6, Ill.  
Brown & Carlson  
20 North Wacker Drive
- BROWN, GEORGE H.—New York 5, New York  
Mendes & Mount  
27 William Street
- BROWN, JAY H.—Austin 21, Texas  
Hart, Brown & Sparks  
802 Brown Building
- BROWN, JOHN R.—Houston 2, Texas  
Royston and Rayzor  
871 San Jacinto Building
- BROWN, MART—Oklahoma City 2, Okla.  
Monnett, Hayes, Brown & Bullis  
First National Building
- BROWN, OSCAR J.—Syracuse 2, N. Y.  
Brown, Mangin & Greene  
1603-1604 State Tower Building
- BROWN, ROBERT A., JR.—St. Joseph 2, Mo.  
Brown, Douglas & Brown  
Tootle-Lacy Bank Building
- BROWN, STEWART—Baltimore 3, Md.  
Associate Counsel, United States Fidelity &  
Guaranty Company  
Calvert and Redwood Streets
- BROWN, VOLNEY M.—El Paso, Texas  
Kemp, Smith, Brown, Goggin & White  
First National Building  
109 North Oregon Street
- BROWN, WILLIAM RUSSELL—Houston 2, Texas  
Baker, Botts, Andrews & Parish  
1600 Niels Esperson Building
- BROWNE, PERCY N.—Shreveport 94, La.  
Browne, Browne & Bodenheimer  
Box 1533
- BUCHANAN, G. CAMERON—Detroit 26, Mich.  
Alexander, Cholette, Buchanan, Perkins &  
Conklin  
2217 National Bank Building
- BUCHANAN, WILLIAM D.—Detroit 26, Mich.  
Lacey, Scroggie, Lacey, Buchanan & Jones  
1204 Dime Building
- BUCK, HENRY W.—Kansas City 6, Mo.  
Morrison, Hecker, Buck, Cozad & Rogers  
17th Floor, Bryant Building
- BUCKINGHAM, LISLE M.—Akron 8, Ohio  
Buckingham, Doolittle & Burroughs  
Second National Building
- BUIST, GEORGE L.—Charleston 3, S. C.  
Buist & Buist  
30 Broad Street
- BULLA, MERTON M.—Oklahoma City 2, Okla.  
Bulla & Bynum  
460 First National Building
- BUMGARDNER, H. MYERS—Pueblo, Colo.  
Burris & Bumgardner  
303 Bon Durant Building
- BUNGE, GEORGE C.—Chicago 3, Ill.  
Vogel & Bunge  
Suite 901, Borland Building  
105 S. LaSalle Street
- BUNGE, J. C.—LaCrosse, Wis.  
Lees & Bunge  
402 Batavian Bank Building
- BUNTIN, T. E.—Dothan, Ala.  
Box 503
- BUNTING, CHARLES T.—Mt. Holly, N. J.  
200 High Street
- BURINGTON, DON W.—Mason City, Iowa  
Westfall, Laird and Burington  
First National Bank Bldg.
- BURKE, GIBBONS—New Orleans 12, La.  
Rosen, Kammer, Hopkins, Burke and LaFevre  
1801 Hibernia Bank Building

- BURKE, LOUIS E.—Ann Arbor, Mich.  
Burke, Burke & Smith  
Ann Arbor Trust Building
- BURKE, PATRICK F.—Philadelphia 1, Pa.  
Vice-Pres., Indemnity Ins. Co. of North America  
1600 Arch Street
- BURNS, EDWARD J., JR.—Utica 2, N. Y.  
Kernan & Kernan  
Devereux Block
- BURNS, GEORGE—Rochester 4, N. Y.  
Burns & Suter  
502 Wilder Building
- BURNS, LAWRENCE, JR.—Coshocton, Ohio  
Pomerene, Burns & Milligan  
Coshocton National Bank Building
- BURNS, ROBERT—Jackson 5, Miss.  
Flowers, Brown & Burns  
Capital National Bank Building  
P. O. Box 330
- BURNS, STANLEY M.—Dover, N. H.  
Hughes & Burns  
Strafford Bank Building  
Box 366
- BURRELL, DAVID M.—Freeport, Ill.  
Burrell & Burrell  
28½ West Main Street
- BURRIS, WILLIAM T.—Pueblo, Colo.  
Burris & Bumgardner  
303 Bon Durant Building
- BURT, RUSSELL J.—Canton 2, Ohio  
Burt, Carson, Lynch & Vogelgesang  
600 First National Bank Building
- BUTLER, A. PRENTISS—New York 7, N. Y.  
60 East 42nd Street
- BUTLER, CHARLES P.—New York 5, N. Y.  
49 Wall Street
- BUTLER, JAMES A.—Cleveland 15, Ohio  
Bulkley, Butler & Rini  
520 Bulkley Building
- BUTLER, JOHN F.—Oklahoma City 2, Okla.  
Butler & Rinehart  
2616 First National Building
- BYNUM, FRED W., SR.—Rockingham, N. C.  
Bynum & Bynum
- C**
- CABANISS, JELKS H.—Birmingham 3, Ala.  
General Counsel, Protective Life Ins. Co.  
Cabaniss & Johnston  
9th Floor, First National Building
- CABLE, C. M.—Lima, Ohio  
Cable & Cable  
Cook Tower
- CAIN, PINCKNEY L.—Columbia 1; S. C.  
Thomas, Cain & Nettles  
1001-1006 Palmetto Building
- CALDWELL, LESTER M.—San Francisco 20, Calif.  
Asst. V.P., Fireman's Fund Ind. Co.  
401 California Street
- CAMERON, WILLIAM A.—Rice Lake, Wis.  
Cameron & Cameron
- CAMPBELL, HUGH B.—Charlotte 2, N. C.  
Tillett & Campbell  
607-13 Law Building
- CAMPBELL, JOHN O.—Marion, Ind.  
Campbell, Gemmill, Browne, Ewer & Torrance  
520-525 Glass Block
- CAMPBELL, PAUL, JR.—Chattanooga 2, Tenn.  
Campbell and Campbell  
618 James Building
- CAMPBELL, PAUL, SR.—Chattanooga 2, Tenn.  
Campbell and Campbell  
618 James Building
- CAMPBELL, WILLIAM B.—Wilmington, N. C.  
Poisson, Campbell & Marshall  
Tidewater Building
- CAMPBELL, WILLIAM T.—Philadelphia 7, Pa.  
Swartz, Campbell & Henry  
1724 Lincoln-Liberty Building
- CANARY, SUMNER—Cleveland 13, Ohio  
Arter, Hadden, Wykoff and Van Duzer  
2800 Terminal Tower
- CANNON, EDWIN B.—Salt Lake City, Utah  
Stewart, Cannon & Hanson  
1218 Continental Bank Building
- CANTEY, EMORY A.—Fort Worth 2, Texas  
Cantey, Hanger, Johnson, Scarborough & Gooch  
1500 Sinclair Building
- CAREY, L. J.—Detroit 26, Mich.  
Vice-President and General Counsel  
Michigan Mutual Liability Co.  
28 Adams Avenue, West
- CAREY, ROBERT—Jersey City 6, N. J.  
Carey, Pfort, Knoeppel & Ziff  
921 Bergen Avenue
- CARLISLE, ROBERT M.—Spartanburg, S. C.  
Carlisle, Brown & Carlisle  
Merchants & Farmers Bank Building
- CARLSON, ALPHON N.—Brookton 7, Mass.  
231 Main Street
- CARRIGER, JOHN S.—Chattanooga 2, Tenn.  
Strang, Fletcher and Carriger  
1015 Hamilton National Bank Building
- CARRINGTON, EDWARD C.—Beaumont, Texas  
1112 Goodhue Building
- CARROLL, HAROLD J.—Minneapolis 2, Minn.  
Carroll & Thorson  
600 Minnesota Federal Building
- CARROLL, WALTER R.—Camden 2, N. J.  
Carroll, Taylor & Bischoff  
330 Market Street
- CARSON, SAMUEL O.—Miami 32, Fla.  
Walton, Hubbard, Schroeder, Lantaff & Atkins  
913 Alfred I. DuPont Bldg.
- CARSTARPHEN, HARRY—Hannibal, Mo.  
Carstarphen & Harvey  
203 Hannibal Trust Company Building

- CARY, GEORGE H.—Detroit 26, Mich.  
Cary & BeGole  
1822-23 Ford Building
- CASSEM, EDWIN—Omaha 2, Neb.  
Kennedy, Holland, DeLacy and Svoboda  
1502 City National Bank Building
- CATHCART, E. KEMP—Baltimore 3, Md.  
Vice-President, Maryland Casualty Company  
701 West 40th Street
- CATINNA, WALTER L.—Hartford, Ky.  
Woodward, Bartlett, Hobson & Catinna
- CATLIN, FRANK D.—Los Angeles 13, Cal.  
Catlin & Catlin  
433 South Spring Street
- CAVERLY, RAYMOND N.—New York 38, N. Y.  
V.-Pres., Fidelity & Cas. Co. of New York  
Caverly, Dimond, Dwyer & Lawler  
80 Maiden Lane
- CECIL, LAMAR—Beaumont, Texas  
Cecil, Keith & Mehaffy  
234 Bowie Building
- CHALMERS, WILLIAM W.—Chicago 3, Ill.  
Counsel, Zurich General Accident & Liability  
Insurance Company  
135 South LaSalle Street, Room 400
- CHANNEY, PAUL P.—Falls City, Nebraska  
First National Bank Building
- CHEEK, ALEX—Oklahoma City 2, Okla.  
Cheek, Cheek & Cheek  
707 Commerce Exchange Building
- CHEEK, JAMES C.—Oklahoma City 2, Okla.  
Cheek, Cheek & Cheek  
707 Commerce Exchange Building
- CHERRINGTON, HENRY W.—Gallipolis, Ohio  
K. of P. Building
- CHILCOTE, SANFORD MARSHALL—Pittsburgh 19, Pa.  
Dickie, McCamey, Chilcote, Reif & Robinson  
Suite 1310 Grant Building
- CHOLETTE, PAUL E.—Grand Rapids 2, Mich.  
Alexander, Cholette, Buchanan, Perkins &  
Conklin  
10th Floor, Peoples National Bank Building
- CHRISTOVICH, ALVIN R.—New Orleans 12, La.  
Christovich & Kearney  
American Bank Building
- CHRISTOVICH, ALVIN R., JR.—New Orleans 12, La.  
Christovich and Kearney  
American Bank Building
- CLARK, HOWARD B.—Cincinnati 2, Ohio  
Manufacturers & Merchants Indemnity Co.  
35 East Seventh Street
- CLARK, JAMES E.—Birmingham 3, Ala.  
London & Yancey  
Eleventh Floor, Comer Building
- CLARK, RAY W.—Muncie, Ind.  
Warner, Clark & Warner  
403 Western Reserve Building
- CLARK, W. J.—Manitowoc, Wis.  
Nash, Clark, Rankin & Nash  
Manitowoc Savings Bank Building
- CLARKE, GEORGE W.—Seattle 4, Wash.  
Clarke, Clarke and Albertson  
1118 New World Life Building
- CLARKE, RUSH C.—North Platte, Nebraska  
Beatty, Clarke, Murphy & Morgan  
Box 526, Beatty Building
- CLAUSEN, DONALD N.—Chicago 3, Ill.  
Clausen, Hirsh & Miller  
135 S. LaSalle Street
- CLAYTON, E. A.—Gainesville, Fla.  
Clayton, Arnow, Duncan & Johnston  
Miller Building
- CLIFFORD, CLARK M.—Washington, D. C.  
Clifford & Miller  
1523 L. Street, Northwest
- CLINE, EARL—Lincoln 8, Neb.  
Cline, Williams, Wright & Johnson  
703 First National Bank Building
- CLOSE, GORDON R.—Chicago 3, Ill.  
Lord, Bissell and Kadyk  
135 South La Salle Street
- COBOURN, FRANK M.—Toledo 4, Ohio  
Cobourn, Yager, Notnagel, Smith & Moran  
707 Toledo Trust Building
- COCHRAN, A. D.—Okmulgee, Okla.  
Cochran & Norman  
McCulloch Building  
Box 2207
- CODY, WELBORN B.—Atlanta 3, Ga.  
Smith, Kilpatrick, Cody, Rogers & McClatchey  
1045 Hurt Building
- COE, LAURENCE S.—Rice Lake, Wis.  
Coe & Coe  
Jacobson Block
- COTT, DARWIN D.—Denver 2, Colo.  
712-716 Majestic Building
- COLE, CHARLES J.—Toledo, Ohio  
310 Bell Building
- COLE, MAURICE Y.—Atlantic City, N. J.  
Cole & Cole  
Guarantee Trust Building
- COLE, ROBERT L., JR.—Houston 2, Texas  
Cole, Patterson, Cole & McDaniel  
Citizens State Bank Building
- COLEMAN, FLETCHER B.—Bloomington, Ill.  
Vice-President, State Farm Mutual Insurance  
Company  
State Farm Mutual Building
- COLFLESH, R. W.—Des Moines, Iowa  
Parrish, Guthrie, Colflesh & O'Brien  
900 Register and Tribune Building
- COLMERY, HARRY W.—Topeka, Kansas  
Gen. Counsel, Pioneer Natl. Life Ins. Co.  
National Bank of Topeka Building
- COMBS, HUGH D.—Baltimore 3, Md.  
Executive Vice-President, United States Fidelity  
& Guaranty Company  
Calvert & Redwood Streets
- CONAWAY, HOWARD H.—Baltimore 2, Md.  
Frank and Oppenheimer  
First National Bank Building

- CONKLIN, CLARENCE R.—Chicago 3, Ill.  
Heineke & Conklin  
105 West Adams Street
- CONLAN, FRANCIS W.—Providence 3, R. I.  
Boss & Conlan  
602 Turks Head Building
- CONNERS, WILLIAM J.—Los Angeles 13, Calif.  
Anderson, McPharlin and Conners  
458 South Spring Street
- CONROY, FRANCIS P.—Jacksonville 1, Fla.  
Marks, Gray, Yates & Conroy  
1321 Graham Building  
P. O. Box 447
- CONWAY, JAMES D.—Hastings, Neb.  
Blackledge, Conway & Irons  
Tribune Building
- CONWELL, JOSEPH S.—Philadelphia 10, Pa.  
Pepper, Bodine, Stokes & Hamilton  
2225-42 Land Title Building
- COOK, JO D.—Seattle 1, Wash.  
Assistant General Counsel  
Northwestern Mutual Fire Association  
Northwest Casualty Company  
217 Pine Street
- COOK, ROBERT A. B.—Boston 10, Mass.  
Phipps, Durgin & Cook  
30 Federal Street
- COOLEY, ARTHUR E.—San Francisco 4, Cal.  
Cooley, Crowley & Gaither  
333 Montgomery Street
- COONEY, JAMES EVANS—Des Moines 9, Iowa  
Bannister, Carpenter, Ahlers & Cooney  
1012 Bankers Trust Building
- COONEY, WILLIAM P., JR.—Detroit 26, Mich.  
Ward and Plunkett  
1824 Dime Building
- COOPER, GEORGE J.—Detroit 26, Mich.  
Assistant General Counsel, Michigan  
Mutual Liability Company  
28 Adams Avenue, West
- COOPER, HARRY P., JR.—Indianapolis 4, Ind.  
Bredell & Cooper  
1356-58 Consolidated Building  
115 North Pennsylvania Street
- COOPER, TED S.—Steubenville, Ohio  
Francis, Irvine, Hayes and Cooper  
Sinclair Building
- COOPER, THOMAS D.—Burlington, N. C.  
Cooper, Sanders & Holt  
Security National Bank Building
- COPE, KENNETH B.—Canton 2, Ohio  
Day, Cope, Ketterer, Raley & Wright  
1110 First National Bank Building
- CORETTE, ROBERT D.—Butte, Mont.  
Corette, Smith & Dean  
422 Hennessy Building
- CORN, JAMES F.—Cleveland, Tenn.  
Corn and Bell  
Merchants Bank Building
- COULT, JOSEPH—Morristown, N. J.  
6 Court Street
- COULTER, CLARK C.—Detroit 26, Mich.  
Penobscot Building
- COVINGTON, J. A., JR.—Meridian, Miss.  
Snow & Covington  
Threefoot Building  
P. O. Box 786
- COX, BERKELEY—Hartford 15, Conn.  
Counsel, Aetna Life Insurance Company  
151 Farmington Avenue
- COX, GORDON V.—Bismarck, N. D.  
Cox, Cox, Pearce & Engebretson  
Little Building, Lock Box 29
- COX, L. C.—New York 5, N. Y.  
Secretary, Great American Indemnity Company  
1 Liberty Street, P. O. Box 155
- COX, TAYLOR H.—Knoxville 02, Tenn.  
Poore, Cox, Baker & McAuley  
301 Fidelity—Bankers Trust Building  
P. O. Box 1708
- COX, VIRGIL Q.—Greer, S. C.  
Attorney, Dixie Fire & Casualty Co.  
South Main Street
- COX, WILLIAM H. D.—Newark 2, N. J.  
Cox & Walburg  
Raymond Commerce Building  
11 Commerce Street
- CRAIG, WILLARD L.—Minneapolis 1, Minn.  
Claim Manager & Home Office Counsel  
Underwriters at Lloyds of Minneapolis  
1210 McKnight Building
- CRANE, WILLIAM E.—Saginaw, Mich.  
Crane, Crane & Kessell  
308-9 Second National Bank Bldg.
- CRAUGH, JOSEPH P.—Utica, N. Y.  
Vice-President, Utica Mutual Insurance Co.  
First National Bank Building
- CRAWFORD, MILO H.—Detroit 26, Mich.  
Crawford, Sweeney & Dodd  
Dime Building
- CREEDE, FRANK J.—San Francisco 4, Calif.  
Keith, Creede & Sedgwick  
1217 Mills Tower  
220 Bush Street
- CRENSHAW, FILES—Montgomery 4, Ala.  
First National Bank Building
- CRENSHAW, JACK—Montgomery 4, Ala.  
804 First National Bank Building
- CRIDER, JOE, JR.—Los Angeles 14, Cal.  
Crider, Runkle & Tilson  
650 South Spring Street
- CRITES, E. D.—Chadron, Neb.  
E. D. & F. A. Crites  
Lock Box 1276
- CROSBY, CARLISLE C.—Oakland, Calif.  
Hagar, Crosby, Crosby & Vendt  
1421 Central Bank Building
- CROSS, J. HARRY—Baltimore 3, Md.  
Counsel, United States Fidelity and  
Guaranty Company  
United States Fidelity & Guaranty Building
- CROSSMAN, RAYMOND M.—Omaha 2, Neb.  
Brown, Crossman, West, Barton & Quinlan  
1010 First National Bank Building



- CROWE, V. P.—Oklahoma City 2, Okla.  
Embry, Johnson, Crowe, Tolbert & Boxley  
640 First National Bank Building
- CROWLEY, CALE—Billings, Mont.  
Coleman, Jameson and Lamey  
516 Electric Building
- CROWLEY, S. A.—Fort Worth 2, Texas  
Crowley, Hudson & Keltner  
1313 Continental Life Building
- CROWNOVER, ARTHUR, JR.—Nashville 3, Tenn.  
Moore, Crownover, Branstetter & Folk  
801 Stahlman Building
- CULL, FRANK X.—Cleveland 15, Ohio  
Hauxhurst, Inglis, Sharp & Cull  
630 Bulkley Building
- CUMMINS, RAY E.—St. Paul 1, Minn.  
Cummins, Cummins & Hammond  
330 Minnesota Building
- CUNNINGHAM, FRED D.—Chicago 1, Ill.  
Jacobs, Gorton and Rooney  
221 North LaSalle Street
- CURL, JOSEPH R.—Wheeling, W. Va.  
Erskine, Palmer & Curl  
710 Riley Law Building
- CURRAN, RAY W.—Phoenix, Ariz.  
P. O. Box 331
- CURRAN, ROBERT EMMETT—New York 4, N. Y.  
50 Broadway
- CURTIN, THOMAS P.—New York 38, New York  
Attorney of Record and Counsel  
Fireman's Fund Indemnity Company  
116 John Street
- CURTIS, CHARLES E.—Letoy, Ohio  
General Counsel  
Ohio Farmers Insurance Company
- CURTIS, HENRY B.—New Orleans 12, La.  
Curtis, Foster & Dillon  
711 American Bank Building
- CURTNER, CLIFFORD R.—Dayton 2, Ohio  
Suite 1012-1018 Third National Building
- CUSHMAN, EDWARD H.—Philadelphia 9, Pa.  
Fidelity Philadelphia Trust Building  
123 South Broad Street
- CUSICK, MARTIN E.—Sharon, Pa.  
Wiesen, Cusick & Madden  
107 East State Street
- D**
- DAGGETT, C. E.—Marianna, Ark.  
Daggett & Daggett  
Daggett Building
- DALM, JACOB A.—Kalamazoo 8, Mich.  
Jackson, Fitzgerald, Dalm, Nims, Sage &  
Wheeler  
219 W. Lovell Street
- DALTON, JOHN M.—Jefferson City, Mo.  
Attorney General of Missouri,  
Supreme Court Building
- DALZELL, R. D.—Pittsburgh 19, Pa.  
Dalzell, Pringle, Bredin & Martin  
450 Fourth Avenue
- DAMES, ROBERT D.—Medford, Oregon  
5 Goldy Building
- DAMMANN, J. FRANCIS—Chicago 3, Ill.  
Wilson & McIlvaine  
120 West Adams Street
- DANA, PAUL C.—San Francisco 4, Cal.  
Dana, Bledsoe & Smith  
315 Montgomery Street
- DANIEL, TODD—Philadelphia 2, Pa.  
Daniel & Temin  
Suite 1402-1420 Walnut Street
- DANIEL, W. M., JR.—Clarksville, Tenn.  
Daniel Building
- DARLING, MAYO A.—Concord, Mass.  
Darling and McLaughlin  
Monument Square
- DAVIDSON, CARL F.—Detroit 26, Mich.  
Davidson, Kaess, Gotshall & Kelly  
2034 National Bank Building
- DAVIDSON, WILLIAM C., Q.C.—Toronto 2, Ont., Can.  
1003 Lumsden Building
- DAVIS, FRED L.—Parkersburg, W. Va.  
Ambler, McCluer & Davis  
P. O. Box 311, 306 Juliana Street
- DAVIS, LINDSEY M.—Nashville 3, Tenn.  
Hume, Howard, Davis & Boulton  
707 American Trust Building
- DAVIS, PARKE—Tulsa, Okla.  
Insutots Indemnity & Insurance Co.  
Box 1769
- DAVIS, RONALD L.—Monroe, La.  
Theus, Grisham, Davis & Leigh  
402 Bernhardt Building
- DAVIS, WILLIAM W.—Cincinnati 2, Ohio  
Davis and Farley  
18 East Fourth Street
- DAWSON, CHARLES I.—Louisville 2, Ky.  
Bullett, Dawson & Tarrant  
Kentucky Home Life Building
- DAY, ALBERT W.—Portuguese Bend, Calif.  
Secretary and Home Office Counsel  
Founders' Fire and Marine Insurance Company  
8 Tangerine Road
- DEAN, GOBLE D.—Miami 32, Fla.  
Brown, Dean & Hill  
Suite 511, Biscayne Building
- DEEGAN, JAMES F.—Hartford, Conn.  
Home Office Counsel  
National Fire Ins. Co. of Hartford  
1000 Asylum Avenue
- DEFEO, JOHN D.—Chicago 3, Ill.  
Tenney, Sherman, Bentley & Guthrie  
120 South LaSalle Street
- DEJARNETTE, H. REID—Miami 32, Fla.  
Dixon, Dejarnette & Bradford  
908 First National Bank Building

- DE LACY, G. L.—Omaha 2, Neb.  
Kennedy, Holland, DeLacy & Svoboda  
1502-12 City National Bank Building
- DELANEY, WILLIAM F. JR.—New York 7, N. Y.  
New York Reinsurance Manager for Fairfield  
& Ellis  
79 John Street
- DEMPSEY, JAMES—White Plains, N. Y.  
Northcourt Building
- DEMPSEY, RAY C.—Oshkosh, Wis.  
Bouck, Hilton, Dempsey & Magnusen  
First National Bank Building
- DENMEAD, GARNER W.—Baltimore 3, Md.  
Vice President and General Counsel,  
New Amsterdam Casualty Co.  
227 St. Paul Street
- DENNE, R. GREGORY—Hartford 15, Conn.  
National Fire Group  
1000 Asylum Avenue
- DENNEY, W. RAYMOND—Nashville 3, Tenn.  
Denney, Leftwich & Glasgow  
415 Nashville Trust Building
- DENSON, N. D.—Opelika, Ala.  
Denson & Denson
- DENT, ROBERT L.—Vicksburg, Miss.  
Dent & Ward  
411-414 Merchants National Bank Bldg.
- DESCHAMPS, C. A.—San Francisco 20, Calif.  
Indemnity Claims Counsel  
Fireman's Fund Insurance Company  
401 California Street
- DETWEILER, GEORGE H.—Philadelphia 2, Pa.  
2518-27 Lewis Tower  
15th & Locust Streets
- DEUTSCH, FREDERICK M.—Norfolk, Neb.  
0119 So. 4th Street  
Macy Building
- DEVINE, MAURICE F.—Manchester, N. H.  
Devine & Millimet  
70 Market Street
- DEW, W. BRAXTON—Hartford 15, Conn.  
Associate Counsel, Aetna Casualty & Surety Co.  
151 Farmington Avenue
- DICKIE, J. ROY—Winter Park, Fla.  
1200 Osceola Avenue
- DIEHM, ELLIS RAYMOND—Cleveland 14, Ohio  
Klein, Diehm & Farber  
1156 Union Commerce Bldg.
- DIMOND, HERBERT F.—New York 38, N. Y.  
Supervising Atty., Fidelity & Cas. Co. of N. Y.  
Caverly, Dimond, Dwyer & Lawler  
27 Cedar Street
- DINKELSPIEL, MARTIN J.—San Francisco 4, Calif.  
Dinkelspiel & Dinkelspiel  
14th Floor, Pacific National Bank Bldg.  
333 Montgomery Street
- DIX, FLOYD E.—Terre Haute, Ind.  
Dix, Dix & Patrick  
402 Star Building
- DIXON, JAMES A.—Miami 32, Fla.  
Dixon, DeJarnette & Bradford  
908 First National Bank Building
- DOBBINS, R. F.—Champaign, Ill.  
Dobbins, Dobbins & Fraker  
508 First National Bank Building
- DODD, LESTER P.—Detroit 26, Mich.  
Crawford, Sweeny & Dodd  
Dime Building
- DODSON, TORREY DEWITT—New York 10, N. Y.  
Atty., Metropolitan Life Ins. Co.  
1 Madison Avenue
- DOMINICK, AUBREY—Tuscaloosa, Alabama  
Dominick, Rosenfeld and Nicol  
513 First National Bank Building
- DON CARLOS, HARLAN S.—Hartford 15, Conn.  
Attorney, Claim Departments  
Travelers Insurance Company  
700 Main Street
- DONOVAN, JAMES B.—New York 38, N. Y.  
Watters & Donovan  
161 William Street
- DORAN, M. EDWARD—South Bend 11, Ind.  
Doran & Manion  
403-409 St. Joseph Bank Building
- DORTCH, WILLIAM B.—Gadsden, Ala.  
Dortch, Allen & Meighan  
112 Court Street
- DOTEN, ROGER D.—Chicago 4, Ill.  
Dent, Hampton & Doten  
1111 The Rookery, 209 S. LaSalle St.
- DOUCHER, THOMAS A.—Columbus 15, Ohio  
Wiles & Doucher  
Huntington National Bank Bldg.
- DOUGHERTY, GLENN R.—Milwaukee 3, Wis.  
Dougherty, Arnold & Waters  
710 North Plankinton Avenue
- DOUGHERTY, JOHN E.—York, Neb.  
Kirkpatrick & Dougherty  
First National Bank Building
- DOWNES, WALTER W.—Hartford 15, Conn.  
Hartford Accident & Indemnity Co.  
690 Asylum Street
- DOYLE, LEWIS R.—Lincoln 8, Neb.  
1505 Sharp Building
- DREUX, WILLIAM B.—New Orleans 12, La.  
Jones, Walker and Waechter  
847 National Bank of Commerce Building
- DRIEMEYER, HENRY—East St. Louis, Ill.  
Pope & Driemeyer  
First National Bank Building  
327 Missouri Avenue
- DRISCOLL, JOHN GERALD, JR.—San Diego 1, Cal.  
1123 Bank of America Building
- DRISCOLL, LAWRASON—San Francisco 4, Calif.  
Bronson, Bronson and McKinnon  
220 Bush Street
- DUDLEY, EATON J.—Terre Haute, Indiana  
Gambill, Dudley and Cox  
613 Merchants National Bank Building

DUDLEY, J. B.—Oklahoma City 2, Okla.  
Dudley, Duvall & Dudley  
1501 Liberty Bank Building

DUGGAN, BEN O., JR.—Chattanooga 2, Tenn.  
Kefauver, Duggan & Miller  
316 Chattanooga Bank Building

DUKE, W. E.—Charlottesville, Va.  
Duke & Duke  
One Court Square Building

DULLY, FRANK E.—Hartford 15, Conn.  
Travelers Insurance Company  
700 Main Street

DUMOULIN, L. ST. M.—Vancouver, B. C., Canada  
Russell & DuMoulin  
10th Floor Credit Foncier Building  
850 West Hastings Street

DUNCAN, PAUL C.—Oklahoma City 2, Okla.  
Pietce, Mock & Duncan  
2401 First National Building

DUNN, EVANS—Birmingham 3, Ala.  
Bowers, Dixon, Dunn & McDowell  
811 Comer Building

DUNN, GEROLD C.—Los Angeles 14, Calif.  
Moss, Lyon & Dunn  
210 W. 7th Street

DUNN, VARDAMAN S.—Jackson 105, Miss.  
Lotterhos & Dunn  
Standard Life Building

DUPREE, FRANKLIN T., JR.—Raleigh, N. C.  
607 Odd Fellows Building

DUQUE, HENRY—Los Angeles 14, Cal.  
Adams, Duque & Hazeltine  
523 West 6th Street

DURHAM, F. H.—Minneapolis 2, Minn.  
Durham & Swanson  
1440 Northwestern Bank Building

DUTTON, W. L.—Cedar Rapids, Iowa  
General Counsel  
Iowa Mutual Liability Ins. Co.  
512 Second Avenue, East

DUVALL, DUKE—Oklahoma City 2, Okla.  
Dudley, Duvall & Dudley  
1501 Liberty Bank Building

DYER, DAVID W.—Miami 32, Fla.  
Smathers, Thompson, Maxwell & Dyer  
1301 Du Pont Building

DYKES, J. RALPH—New York 38, New York  
Claims Counsel  
United States Casualty Company  
60 John Street

DYSARD, W. H.—Ashland, Ky.  
Dysard & Dysard  
Second National Bank Building  
P. O. Box 551

## E

EAGER, HENRY I.—Kansas City 6, Mo.  
Blackmar, Newkirk, Eager, Swanson & Midgley  
906 Commerce Building

EAGER, PAT H., JR.—Jackson 105, Miss.  
Watkins & Eager  
P. O. Box 650

EARLY, ROBERT E.—Los Angeles 5, Calif.  
Asst. General Counsel  
Farmers Insurance Group  
4680 Wilshire Boulevard

EARNEST, ROBERT L.—West Palm Beach, Fla.  
Earnest, Lewis, Smith & Jones  
Guaranty Building, Box 1111

EBELING, PHILIP C.—Dayton 2, Ohio  
Pickrel, Shaeffer & Ebeling  
608-625 Gas & Electric Building

EBERLE, J. LOUIS—Boise, Idaho  
Richards, Haga & Eberle  
Idaho Building

EDWARDS, FRANK B.—Mexico, Missouri  
Fry, Edwards & Wright  
123 East Jackson Street

EGGENBERGER, WILLIAM J.—Detroit 26, Mich.  
1615 Dime Building

EIDMAN, KRAFT W.—Houston 2, Texas  
Fulbright, Crooker, Freeman & Bates  
1201 Second National Bank Bldg.

ELLIOT, BEVERLEY V., Q. C.—Toronto 1, Canada  
Borden, Elliot, Kelley, Palmer & Sankey  
25 King Street West, Room 2200

ELY, ROBERT B., III—Philadelphia 1, Pa.  
Assistant Counsel  
Insurance Co. of North America  
1600 Arch Street

ELY, ROBERT C.—St. Louis 2, Mo.  
Ely and Ely  
10th Floor, Commerce Building

ELY, WALTER—Los Angeles 17, Calif.  
Betts, Ely & Loomis  
Room 800  
900 Wilshire Boulevard

ELY, WAYNE—St. Louis 2, Mo.  
Ely & Ely  
10th Floor, Commerce Building

EMERY, NORMAN A.—Youngstown 3, Ohio  
Harrington, Huxley & Smith  
1200 Mahoning Bank Building

EMISON, EWING—Vincennes, Ind.  
Emison & Emison  
Citizens Trust Building

EMMERT, DUDLEY O'NEAL—Manitowoc, Wis.  
Eighth & Marshall

ENGELHARD, L. M.—LaCrosse, Wis.  
Lees & Bunge  
402 Batavian Bank Building

ENTEMAN, VERLING C.—Newark 2, N. J.  
McCarter, English and Studer  
11 Commerce Street

EPFS, A. C.—Richmond 19, Va.  
Christian, Barton, Parker & Boyd  
506 Mutual Building

EPTON, HICKS—Wewoka, Okla.  
Horsley, Epton & Culp  
Cutlip Building

ERICKSON, PAUL R.—Detroit 26, Mich.  
Assistant General Counsel  
Detroit Automobile Inter-Ins. Exchange  
400 United Artists Building

EVANS, WALTER G.—New York 38, N. Y.  
Evans, Rees, Orr & Walsh  
220 Broadway

EVANS, WILLIAM W.—Paterson 1, N. J.  
Evans, Hand & Evans  
129 Market Street

EVERSON, E. L.—Green Bay, Wis.  
Everson, Ryan, Whitney & O'Melia  
101 Columbus Building

EWING, BOYD—Nevada, Mo.  
Ewing, Ewing & Ewing  
Farm & Home Building  
223½ West Cherry Street

EWING, LYNN M.—Nevada, Mo.  
Ewing, Ewing & Ewing  
Farm & Home Building  
223½ West Cherry Street

## F

FAIS, GERVAIS W.—Columbus 15, Ohio  
Benoy & Sebastian  
50 West Broad Street

FARABAUGH, GALLITZEN A.—South Bend 1, Ind.  
Farabaugh, Chapleau & Roper  
301-309 St. Joseph Bank Building

FARBER, JOHN A.—Omaha, Neb.  
President & General Counsel  
Service Life Insurance Company  
Corner Farnam & 19th Streets

FARNHAM, JOHN H.—Syracuse, N. Y.  
Farnham, Gorman & Cerio  
517 City Bank Building

FAUDE, JOHN P.—Hartford 15, Conn.  
Assistant Counsel  
Aetna Life Affiliated Companies  
151 Farmington Avenue

FEINOUR, JOHN G.—Harrisburg, Pa.  
Secretary and Claims Attorney  
Pennsylvania Threshermen & Farmers' Mutual  
Casualty Insurance Company  
1900 Derry Street

FELLERS, JAMES D.—Oklahoma City 2, Okla.  
Mosteller, Fellers, Andrews & Loving  
2712 First National Building

FENERTY, ROBERT LLOYD DOULL, Q.C.—Calgary,  
Alberta, Canada  
Fenerty, Fenerty, McGillivray & Robertson  
203 Insurance Exchange Building

FERGUSON, CHESTER H.—Tampa 1, Fla.  
Macfarlane, Ferguson, Allison & Kelly  
P. O. Box 1531  
First National Bank Building

FERGUSON, D. NIEL—Ocala, Fla.  
Professional Building

FIEDLER, GEORGE—Chicago 3, Ill.  
Fiedler & Amberg  
135 South LaSalle Street

FIELD, LYMAN—Kansas City 6, Mo.  
Rogers, Field & Gentry  
904 Bryant Building

FIELDS, ERNEST W.—New York 38, N. Y.  
Vice-President and General Counsel  
U. S. Guarantee Company  
90 John Street

FILIATRAULT, V. W.—Ravenna, Ohio  
Filiatrault & Kane  
105½ East Main Street  
Lock Box 81

FILLMORE, F. S.—Des Moines 9, Iowa  
Whitfield, Musgrave, Selvy, Fillmore & Kelly  
616 Insurance Exchange Building

FINN, WILLIAM A.—Toledo 4, Ohio  
929-934 Edison Building

FINNEGAN, THOMAS J.—New York 38, N. Y.  
General Counsel, Yorkshire Indemnity Co.  
90 John Street

FINNEY, J. A.—Xenia, Ohio  
Miller & Finney  
Allen Building

FISH, CHARLES F.—Binghamton, N. Y.  
Hinman, Howard and Kattell  
724 Security Mutual Building

FISHER, CLETUS A.—New Philadelphia, Ohio  
Fisher, Smith & Renner  
The Ohio Savings & Trust Building

FISHER, WILLIAM—Pensacola, Fla.  
Fisher & Hepner  
Florida National Bank Building

FISHER, WILLIAM, JR.—Pensacola, Fla.  
Fisher & Hepner  
Florida National Bank Building

FISK, BURNHAM M.—Chicago 3, Ill.  
Seago, Pipin, Bradley and Vetter  
135 South La Salle Street

FITCH, CHESTER P.—Portsmouth, Ohio  
Miller, Searl & Fitch  
402 Masonic Temple

FITZ PATRICK, WILLIAM F.—Syracuse 2, N. Y.  
Bond, Schoeneck & King  
1400 State Tower Building

FIX, MEYER—Rochester 14, New York  
Fix & Mac Cameron  
500 Powers Building

FLEMING, EDWARD E.—Miami 32, Fla.  
712-14 Ingraham Building

FLETCHER, A. J.—Raleigh, N. C.  
Odd Fellows Building  
Post Office Box 1406

FLETCHER, WILLIAM H., JR.—Jamestown, N. Y.  
General Counsel, Empire State Mutual Life  
Ins. Co.  
315 North Main Street

FLUTY, HOLLY W.—New York 38, N. Y.  
Counsel, General Reinsurance Corporation  
90 John Street

- FLYNN, JAMES F.**—Sandusky, Ohio  
Flynn, Py & Kruse  
Washington Building, Box 900
- FOLEY, FRANK D.**—Columbus, Ga.  
Foley, Chappell, Kelly & Champion  
Columbus Bank & Trust Co. Bldg.
- FOLEY, GERALD T.**—Newark 2, N. J.  
Foley & Francis  
Raymond Commerce Building
- FOLEY, MICHAEL A.**—Philadelphia 7, Pa.  
721-35 Western Savings Fund Building  
S. E. Corner Broad and Chestnut Sts.
- FOLTS, AUBREY F.**—Chattanooga 2, Tenn.  
Folts, Brammer, Bishop & Thomas  
Suite 610 James Building
- FORD, BYRON EDWARD**—Columbus 15, Ohio  
Vorys, Sater, Seymour & Pease  
52 East Gay Street
- FORD, LOGAN**—Dallas 1, Texas  
Burford, Ryburn, Hincks & Ford  
711 Interurban Building
- FORD, RALPH H.**—Huntsville, Ala.  
Griffin, Ford, Caldwell and Ford  
10 West Side Square
- FOSTER, JOHN C.**—New Orleans 12, La.  
Curtis, Foster & Dillon  
711 American Bank Building
- FOWLER, CODY**—Tampa 2, Fla.  
Fowler, White, Gillen, Yancey & Humkey  
Citizens Building
- FOWLER, REX H.**—Des Moines 9, Iowa  
Bradshaw, Fowler, Proctor & Fairgrave  
Suite 510, Central National Building
- FOX, EDWARD J., Jr.**—Easton, Pa.  
Fox & Oldt  
308-311 Easton Trust Building
- FOYNES, THOMAS N.**—Lynn, Mass.  
President, Electric Mutual Liability Insurance  
Company  
7 Willow Street
- FRAIZER, C. C.**—Lincoln, Neb.  
Fraizer & Fraizer  
425 Lincoln Liberty Life Building
- FRANCIS, MARSHALL H.**—Steubenville, Ohio  
Francis, Irvine, Hayes & Cooper  
Sinclair Building
- FRANKLIN, J. A.**—Fort Myers, Fla.  
Henderson, Franklin, Starnes & Holt  
Collier Building
- FRASER, ROBERT G.**—Omaha 2, Neb.  
Fraser, Connolly, Crofoot and Wenstrand  
637 Omaha National Bank Bldg.
- FRASER, WILLIAM C.**—Omaha 2, Neb.  
Fraser, Connolly, Crofoot & Wenstrand  
637 Omaha National Bank Building
- FRATER, GEORGE E.**—Columbus 15, Ohio  
Vorys, Sater, Seymour & Pease  
52 E. Gay Street
- FRAZER, JAMES N.**—Atlanta 3, Ga.  
Powell, Goldstein, Frazer & Murphy  
Citizens & Southern National Bank Bldg.
- FRAZIER, LAKE JENKINS**—Roswell, N. Mex.  
Frazier, Quantius & Cusack  
123 W. Fourth Street  
Post Office Box 942
- FREDERICKS, ALANSON ROSWELL**—New York 5, N. Y.  
American Surety Company  
100 Broadway
- FREEMAN, FLAVIUS B.**—Springfield, Mo.  
Neale, Newman, Bradshaw, Freeman & Neale  
Box 1603, Southside Station
- FREEMAN, JOHN H.**—Houston 2, Texas  
Fulbright, Crooker, Freeman & Bates  
1206 Second National Bank Building
- FREEMAN, MAHLON A.**—New York 5, N. Y.  
Hamilton & Freeman  
100 Broadway
- FREEMAN, WILLIAM H.**—Minneapolis 2, Minn.  
Freeman, Larson & Peterson  
1167 Northwestern Bank Building
- FRENCH, GLENDON E.**—Chicago 6, Ill.  
Assistant Vice-President  
Liberty Mutual Insurance Company  
337 W. Madison Street
- FROST, NORMAN B.**—Washington 5, D. C.  
Frost & Towers  
605 Southern Building
- FULCHER, EDWIN DENT**—Augusta, Ga.  
Fulcher & Fulcher  
402-4 Marion Building
- FULLER, FRED E.**—Toledo 4, Ohio  
Fuller, Harrington & Seney  
8th Floor, Ohio Building

## G

- GALIHER, RICHARD W.**—Washington 5, D. C.  
Galiher & Stewart  
636 Woodward Building
- GALLAGHER, BERNARD J.**—Washington 5, D. C.  
Gallagher, Thompson & Hendry  
525 Union Trust Building
- GALLAGHER, DONALD**—Albany 7, N. Y.  
Brown & Gallagher  
901 Home Savings Bank Building  
11 North Pearl Street
- GALLAGHER, LASHAR BARRINGTON**—Los Angeles 26,  
Calif.  
1256 West First Street
- GALLOWAY, J. STUART**—Baltimore 3, Maryland  
Vice-President and General Counsel  
Fidelity & Deposit Company of Maryland  
611 Fidelity Building
- GALLUP, WILLIAM D.**—Bradford, Pennsylvania  
Gallup, Potter and Gallup  
500 Hooker Fulton Building



- GAMBRELL, E. SMYTHE—Atlanta 3, Ga.  
Gambrell, Harlan & Barwick  
Suite 825  
Citizens & Southern National Bank Bldg.
- GAMMAGE, EARL W.—Houston 6, Texas  
Gammage and Gammage  
4001 Travis Street
- GANTNER, GEORGE—St. Louis 2, Mo.  
Asst. Gen. Counsel, Utilities Insurance Co.  
315 Pine Street
- GARDERE, GEORGE P.—Dallas 1, Texas  
Leachman, Matthews & Gardere  
505 Republic Bank Building
- GARFIELD, FREDERICK M.—New York 7, New York  
123 William Street
- GARRETT, JAMES W.—Montgomery 1, Ala.  
Rushton, Stakely & Johnston  
1201 Bell Building  
Box 270
- GARRITY, STANLEY—Kansas City 6, Mo.  
Caldwell, Downing, Garrity & Eastin  
1000 Federal Reserve Bank Building
- GARVEY, JOSEPH M.—St. Joseph 2, Mo.  
5th and Francis Streets
- GATES, BENTON EARL—Columbia City, Ind.  
Gates & Gates  
Farmers Loan & Trust Company Building
- GATES, CASSIUS E.—Seattle 4, Wash.  
Bogle, Bogle & Gates  
603 Central Building
- GATES, LOUIS R.—Kansas City 12, Kansas  
406-410 Commerce National Bank Building
- GAY, COLEMAN—Austin 16, Texas  
1208 Capital National Bank Building
- GAY, THOMAS BENJAMIN—Richmond 12, Va.  
Hunton, Williams, Anderson, Gay & Moore  
Electric Building
- GEER, ARTHUR B.—Minneapolis 2, Minn.  
Meagher, Geer, Markham & Anderson  
915 First National-Soo Line Bldg.
- GENRICH, FRED W., JR.—Wausau, Wis.  
Genrich & Terwilliger  
Security Building  
403 Fourth Street
- GIBBS, RICHARD S.—Milwaukee 2, Wis.  
Quarles, Spence and Quarles  
828 North Broadway
- GIBSON, W. W.—Amarillo, Texas  
Gibson, Ochsner, Harlan, Kinney & Morris  
630 Amarillo Building
- GIFFIN, MERTON H.—Milwaukee 2, Wis.  
Lees and Bunge  
795 North Water Street
- GILBERT, CARL H.—Sante Fe, N. M.  
Gilbert & Gilbert  
Bishop Building
- GILLEN, WILLIAM A.—Tampa 2, Fla.  
Fowler, White, Gillen, Yancey & Humkey  
1002 Citizens Building
- GILLESPIE, LOUIS F.—Springfield, Ill.  
Gillespie, Burke & Gillespie  
504 Reisch Building
- GILLESPIE, ROBERT G.—Meridian, Miss.  
Gillespie & Minniece  
217 Rosenbaum Bldg.
- GINSBERG, GEORGE J.—Alexandria 5, La.  
903-905 Guaranty Bank Building  
Post Office Box 1906
- GIST, HOWARD B.—Alexandria 5, La.  
Gist, Thornton & Murchison  
203 Guaranty Bank Building  
Box 1006
- GODDIN, JOHN C.—Richmond 19, Va.  
Shewmake, Gary, Goddin & Blackwell  
1304 State Planters Bank Building
- GOLDSMITH, KARL—Pierre, S. D.  
Martens, Goldsmith & May  
Pierre National Bank Building
- GONGWER, G. P.—Ashland, Ohio  
First National Bank Building
- GONGWER, J. H.—Mansfield, Ohio  
407 Farmers Bank Building
- GOOCH, J. A.—Fort Worth 2, Texas  
Cantey, Hanger, Johnson, Scarborough & Gooch  
1500 Sinclair Building
- GOODELL, LESTER M.—Topeka, Kansas  
Wheeler, Brewster, Hunt & Goodell  
401 Columbian Building
- GOODWIN, RUSSELL B.—Wheeling, W. Va.  
Goodwin, Nesbitt, Spillers & Mead  
800 Riley Law Building
- GORDON, GEORGE L.—Kansas City 6, Mo.  
Kem, Gordon & Gilmore  
1608 Federal Reserve Bank Building
- GORDON, GURDON W.—Springfield 1, Mass.  
Vice Pres. & Legal Adviser,  
Monarch Life Insurance Co.  
365 State Street
- GORTON, VICTOR C.—Chicago 1, Illinois  
Jacobs, Gorton & Rooney  
221 North LaSalle Street
- GOULD, CHARLES P.—Los Angeles 17, Calif.  
Spray, Gould & Bowers  
1671 Wilshire Boulevard
- GOULDIN, PAUL C.—Binghamton, N. Y.  
Levene and Gouldin  
902 Press Building
- GOVER, C. HUNDLEY—Charlotte 2, N. C.  
500 Law Building
- GOWAN, ALLAN P.—Glens Falls, N. Y.  
General Claims Attorney  
Glens Falls Indemnity Company  
291 Glen Street
- GOWAN, W. C.—Dallas 1, Texas  
Carrington, Gowan, Johnson & Walker  
1900 Mercantile Bank Building

- GRAHAM, FRED J.—Tacoma, Wash.  
Vice-President and Claims Manager  
United Pacific Insurance Co.  
P. O. Box 1216
- GRAHAM, JOHN C.—Hartford 15, Conn.  
Assistant Counsel, Aetna Casualty & Surety Co.  
151 Farmington Avenue
- GRANT, CHARLES H., Q.C.—Edmonton, Alberta, Can.  
Grant & Stewart  
606 McLeod Building
- GRAVES, MADISON B.—Las Vegas, Nevada  
Morse and Graves  
25 Fremont Street
- GRAVES, R. B.—Wisconsin Rapids, Wis.  
Graves & Casey  
Mead-Witter Building, Box 67
- GRAY, HARRY T.—Jacksonville 1, Fla.  
Marks, Gray, Yates & Conroy  
1321 Graham Building
- GRAY, WILLIAM L., JR.—Miami 32, Fla.  
Blackwell, Walker and Gray  
First Federal Building
- GREEN, ALFRED A.—Daytona Beach, Fla.  
Green & West  
224 South Beach Street  
P. O. Box 430
- GREENE, HARRY L.—Atlanta 3, Ga.  
Marshall, Greene, Baird & Neely  
Hurt Building
- GRESHAM, NEWTON—Houston 2, Texas  
Fulbright, Crooker, Freeman & Bates  
11th Floor, 2nd National Bank Building
- GRISOM, PINKNEY—Dallas 1, Texas  
Thompson, Knight, Wright & Simmons  
Republic Bank Building
- GROCE, JOSH H.—San Antonio 5, Texas  
Eskridge, Groce and Hebdon  
911 Frost National Bank Building
- GROETZINGER, WALKER—St. Paul 2, Minn.  
St. Paul-Mercury Indemnity Company  
5th and Washington Streets
- GROOMS, HOBART—Birmingham 3, Ala.  
Spain, Gillon, Grooms & Young  
408 First National Building
- GROSS, DANIEL J.—Omaha 2, Neb.  
Gross, Welch, Vinardi & Kauffman  
730 Farm Credit Building
- GRUBB, KENNETH P.—Milwaukee 2, Wis.  
Quarles, Spence & Quarles  
828 North Broadway
- GUIHER, JAMES M.—Clarksburg, W. Va.  
Steptoe & Johnson  
Union Bank Building
- GUILD, CHARLES KELLY, Q.C.—Vancouver 2,  
British Columbia, Can.  
Guild, Lane, Sheppard, Yule & Locke  
703 Rogers Building
- GUINThER, ROBERT—Akron 8, Ohio  
Slabaugh, Guinther & Pflueger  
329 Second National Building
- GUNBY, GEORGE—Montroce, La.  
Sholars, Gunby & Guthrie  
512 Bernhardt Building
- GURNEY, J. THOMAS—Orlando, Fla.  
Suite 415, First National Bank Building
- GUTHRIE, THOMAS J.—Des Moines, Iowa  
Parrish, Guthrie, Colflesh & O'Brien  
902 Register and Tribune Building
- GUY, ROBERT D., Q.C.—Winnipeg, Man., Can.  
Guy, Chappell, DuVal, Guy & Wilson  
Electric Railway Chambers

## H

- HAAAS, ROBERT E.—Allentown, Pa.  
502 Hamilton Street
- HABERMAN, PHILLIP W., JR.—New York 4, N. Y.  
Proskauer, Rose, Goetz & Mendelsohn  
11 Broadway
- HAGAN, J. FOSTER—Arlington 1, Virginia  
Room 310 Radio Building  
2030 16th St., North
- HAIRE, J. RUSSELL—Newport, R. I.  
Sheffield & Harvey  
223 Thames Street  
P. O. Box 133
- HALL, ROBERT E.—Hartford 15, Conn.  
Associate Counsel, The Aetna Casualty &  
Surety Company  
151 Farmington Avenue
- HAMILTON, J. B., JR.—Owatonna, Minn.  
General Casualty Claims Manager  
Mutual Implement & Hardware Ins. Co.
- HAMILTON, JOHN S., JR.—Chicago 6, Ill.  
Secretary, American Mutual Alliance  
20 No. Wacker Drive
- HAMILTON, ROBERT B.—New York 5, New York  
Vice-President and General Counsel  
American Surety Company  
100 Broadway
- HAMMETT, H. L.—New Orleans 12, La.  
428 Whitney Bank Building
- HAMMOND, J. T.—Benton Harbor, Mich.  
Hammond & Insley  
208-12 Robinson Building
- HAMPTON, JOHN P.—Chicago 4, Ill.  
Dent, Hampton & Doten  
1111 The Rookery  
209 South LaSalle Street
- HANDY, JOHN F.—Springfield, Mass.  
General Counsel  
Massachusetts Mutual Life Insurance Company  
1295 State Street

- HANNAH, RICHARDS WESLEY—New York 38, N. Y.  
Attorney of Record for Gen. Acc.  
Fire & Life Assurance Corp., Ltd.  
99 John Street
- HANSBROUGH, J. HERNDON—Tampa 1, Fla.  
Macfarlane, Ferguson, Allison & Kelly  
612 First National Bank Building
- HANSON, FRED B.—Chicago 3, Ill.  
135 South LaSalle Street
- HANSON, REX J.—Salt Lake City, Utah  
Stewart, Cannon & Hanson  
Continental Bank Building
- HARDIE, THORNTON—El Paso, Texas  
Jones, Hardie, Grambling & Howell  
Bassett Tower, Box 153
- HARDIN, CALVIN EVANS, JR.—Baton Rouge 6, La.  
Durett & Hardin  
Louisiana National Bank Building
- HARGRAVE, HERBERT W. J.—Bay Shore, N. Y.  
220 East Main Street
- HARPENDING, A. H.—Elmira, New York  
Mandeville, Buck, Teeter & Harpending  
521-529 Robinson Building
- HARPER, H. C.—Sioux City 15, Iowa  
Harper, Gleysteen & Nelson  
612-620 Trimble Building
- HARRINGTON, MARK H.—Denver 2, Colo.  
Shuteran, Robinson & Harrington  
The Equitable Building
- HART, JAMES H.—Austin 21, Texas  
Hart, Brown and Sparks  
802 Brown Building
- HART, LAWRENCE E.—Madison 3, Wis.  
Toebaas, Hart, Kraege & Jackman  
Board of Commerce Building  
111 South Hamilton Street
- HART, RAYMOND BOYD—Lansing 8, Mich.  
Warner & Hart  
450-453 Hollister Building
- HARTMAN, CHARLES C.—Baltimore 3, Md.  
New Amsterdam Casualty Company  
227 St. Paul Street
- HARTSHORN, EDWIN S.—Asheville, N. C.  
706 Public Service Building
- HASSETT, PAUL M.—Buffalo 2, N. Y.  
Brown, Kelly, Turner and Symons  
440 M. & T. Building
- HASSETT, WILLIAM D.—Buffalo 2, N. Y.  
Brown, Kelly, Turner & Symons  
440 M. & T. Building
- HAWKINS, KENNETH B.—Chicago 3, Ill.  
Tenney, Sherman, Bentley & Guthrie  
Room 1845, 120 South La Salle Street
- HAWORTH, HORACE S.—High Point, N. C.  
Roberson, Haworth & Reese  
Wright Building
- HAYES, GERALD P.—Milwaukee 2, Wis.  
Bendinger, Hayes & Kluwin  
735 North Water Street
- HAYNES, DAVID C.—Youngstown 3, Ohio  
1000 Wick Building
- HAYUM, ARTHUR H.—New York 17, N. Y.  
Paully & Hayum  
18 East 41st Street
- HAYWOOD, EGBERT L.—Durham, North Carolina  
111 Corcoran Street
- HEAD, WALTON O.—Dallas 1, Texas  
General Counsel  
Texas Employers' Insurance Association  
P. O. Box 2759
- HEAFEY, EDWIN A.—Oakland 12, Calif.  
Clark & Heafey  
1102 Latham Square Building
- HEALEY, GEORGE—Lincoln 8, Neb.  
Davis, Healey, Davies & Wilson  
1521 Sharp Building
- HEALY, T. J.—New York 5, N. Y.  
Mendes & Mount  
27 William Street
- HEARD, MANNING W.—Hartford 15, Conn.  
Vice-President & General Counsel, Hartford  
Accident & Indemnity Company  
690 Asylum Avenue
- HEBERT, FELIX—Providence 3, R. I.  
Suite 602, Turks Head Building
- HECKER, HAROLD F.—St. Louis 1, Mo.  
Walther, Hecker, Walther & Barnard  
1316 Mississippi Valley Trust Building  
506 Olive Street
- HEFFERNAN, HENRY J.—Augusta, Ga.  
S. F. C. Building
- HEFT, CARROLL R.—Racine, Wis.  
Heft, Burgess & Brown  
201 Sixth Street
- HEILMAN, FERDINAND D.—Saginaw, Mich.  
Heilman & Purcell  
510 Beringer Building
- HEINEKE, PAUL H.—Chicago 3, Illinois  
Heineke & Conklin  
105 West Adams Street
- HEMRY, LESLIE P.—Boston 16, Mass.  
Vice-President & General Counsel  
American Mutual Lia. Ins. Co.  
142 Berkeley Street
- HENDERSON, EDWARD—Ventura, Calif.  
208 Bank of America Building
- HENDERSON, JOSEPH W.—Philadelphia 2, Pa.  
Rawle & Henderson  
1910 Packard Building
- HENDRICK, LEON F.—Jackson, Miss.  
Standard Life Building  
P. O. Box 906

- HENEGHAN, GEORGE E.—St. Louis 2, Mo.  
418 Olive Street
- HENLEY, WILLIAM S.—Hazelhurst, Miss.  
Henley, Jones & Woodliff  
Box 509
- HENNINGER, ZENO F.—Butler, Pa.  
Henninger, Shumaker & Kiester  
6 West Diamond St.
- HENRY, DOUGLAS—Nashville, Tenn.  
Tyne, Peebles, Henry & Tyne  
National Building
- HENRY, E. A.—Little Rock, Ark.  
Barber, Henry & Thurman  
1408-12 Donaghey Building
- HENRY, JOHN A.—Chicago 4, Ill.  
General Attorney, Continental Casualty Co.  
310 South Michigan Avenue
- HENSEL, EUGENE L.—Columbus 15, Ohio  
8 East Long Street
- HEPNER, RAYMOND A.—Pensacola, Fla.  
Fisher and Hepner  
Florida National Bank Building
- HERON, ALEXANDER M.—Washington 4, D. C.  
Pope, Ballard and Loos  
Munsey Building
- HERSHEY, HARRY B.—Taylorville, Ill.  
P. O. Box 246
- HETZLER, THEODORE E., JR.—New York 17, N. Y.  
National Association of Mutual Casualty Companies  
60 East 42nd Street, Room 3902
- HEYL, CLARENCE W.—Peoria 2, Ill.  
Heyl, Royster & Voelker  
809 Central National Bank Building
- HIGHTOWER, H. G.—Cincinnati 2, Ohio  
1008 Fourth National Bank Bldg.
- HIGINBOTHOM, PAUL M.—Baltimore 2, Md.  
723 Munsey Building
- HILDEBRAND, RAYMOND—Glendive, Mont.
- HILL, A. JUDSON—Miami 32, Fla.  
Brown, Dean and Hill  
511 Biscayne Building
- HINES, LEON L.—Benkelman, Neb.  
Hines and Hines
- HINSHAW, JOSEPH H.—Chicago 2, Ill.  
Hinshaw, Culbertson, Moelmann & Hoban  
1 North LaSalle Street
- HITESHEW, H. O.—Parkersburg, W. Va.  
Hiteshaw, Adams & Cather  
Box 510, 205 ½ Fourth Street
- HOBSON, J. P., JR.—Pikeville, Ky.  
Hobson & Scott  
First National Bank Building
- HOBSON, ROBERT C.—Louisville 2, Ky.  
Woodward, Hobson & Fulton  
1805-26 Kentucky Home Life Building
- HOBSON, ROBERT P.—Louisville 2, Ky.  
Woodward, Hobson & Fulton  
1805-26 Kentucky Home Life Building
- HOCKER, LON, JR.—St. Louis 1, Mo.  
Jones, Hocker, Gladney & Grand  
407 North 8th Street
- HODGES, EARL S.—Springfield, Ill.  
2602-4 Leland Office Building
- HOFFMAN, H. B.—Great Falls, Montana  
Hoffman & Cure  
501-503 First National Bank Building
- HOFFMAN, WALTER E.—Norfolk 10, Va.  
Breeden & Hoffman  
619-621 National Bank of Commerce Bldg.
- HOFFSTOT, W. H., JR.—Kansas City 6, Mo.  
Morrison, Hecker, Buck, Cozad & Rogers  
1701 Bryant Building
- HOLLAND, LYLE C.—Lincoln 8, Neb.  
Chambers, Holland & Groth  
850 Stuart Building
- HOLLAND, ROBERT B.—Dallas 1, Texas  
P. O. Box 7263—Medical Center Station
- HOLMAN, HUBERT T.—Fayetteville, Tenn.  
Holman, Holman and Matthews  
Northeast Corner Public Square
- HOLMES, GEORGE MAYNARD—Aberdeen, Miss.  
McFarland & Holmes  
133 East Commerce Street
- HOLT, PARKER—Fort Myers, Fla.  
Henderson, Franklin, Starnes & Holt  
Lee County Bank Building
- HOOPES, C. A.—Marysville, Ohio  
Hoopes & Hoopes  
127 ½ West Fifth Street, Box 186
- HORAN, PHILIP E.—Omaha 3, Neb.  
General Attorney, Mutual Benefit Health and  
Accident Association  
3316 Farnam Street
- HORN, CLINTON M.—Cleveland 13, Ohio  
Arter, Hadden, Wykoff & Van Duzer  
28th Floor, Terminal Tower
- HORN, HERBERT—Atlantic City, N. J.  
Lloyd and Horn  
1421 Atlantic Avenue
- HORNER, J. M.—Asheville, N. C.  
Horner, Lee & Gilbert  
507-515 Legal Building  
Box 7156—Court House Station
- HOWARD, FRANK—Worcester, Mass.  
Proctor & Howard  
390 Main Street
- HOWELL, CHARLES COOK, JR.—Jacksonville 2, Fla.  
Howell & Howell  
601 Atlantic National Bank Building
- HOWELL, EDWARD—Oklahoma City 2, Okla.  
2420 First National Building
- HOWELL, WILLIAM M.—Jacksonville 2, Fla.  
Howell and Howell  
601 Atlantic National Bank Building

HUBBARD, MOSES G., JR.—Utica, N. Y.  
Fuller, Brown, Hubbard & Felt  
1119-26 First National Bank Building

HUBBARD, REESE—Chicago 2, Ill.  
Hubbard, Hubbard and Dorgan  
1 North LaSalle Street

HUBBARD, ROBERT L.—Rock Island, Ill.  
General Attorney  
Bituminous Casualty Corporation  
Bituminous Building

HUDGINS, PAUL S.—Bluefield, W. Va.  
Richardson, Hudgins & Hancock  
602 Law and Commerce Building

HUDSON, DOUGLAS—Fort Scott, Kan.  
Hudson & Hudson  
Suite 5, Marble Building

HUDSON, R. D.—Tulsa, Okla.  
Hudson, Hudson & Wheaton  
707 Ritz Building

HUGGARD, RICHARD—Columbus 15, Ohio  
16 East Broad Street

HUGHES, JOHN H.—Syracuse 2, N. Y.  
Mackenzie, Smith & Michell  
Onondaga County Savings Bank Bldg.

HULL, JAMES M., JR.—Augusta, Ga.  
Hull, Willingham, Towill & Norman  
1015-1021 Southern Finance Building

HUMKEY, WALTER—Miami 32, Fla.  
Fowler, White, Gillen, Yancey & Humkey  
507 Biscayne Building

HUNTER, JAY T.—Peoria 2, Ill.  
Hunter, Kavanaugh, McLaughlin & Bond  
718 Commercial National Bank Building

HUNTER, RICHARD N.—Waukesha, Wis.  
Lowry & Hunter  
252 South Street

HURT, CHARLES D.—Atlanta 3, Ga.  
Haas, Hurt & Peek  
601 Haas-Howell Building

HUTCHINS, FRED S.—Winston-Salem 3, N. C.  
Deal, Hutchins & Minor  
603 Pepper Building

HYDE, ROBERT C.—Poplar Bluff, Mo.  
Hyde & Purcell  
State Bank Building

HYMAN, WILLIAM A.—New York 38, N. Y.  
Aetna Life Insurance Company and Affiliates  
111 Fulton Street

HYNES, JOHN F.—Des Moines 7, Iowa  
President, Employers Mutual Casualty Co.  
210 7th Street

## I

INGALLS, GEORGE L.—Binghamton, N. Y.  
Harrison, Coughlin, Dermody & Ingalls  
Marine Midland Building

INGLE, JOHN J.—Winston-Salem 3, N. C.  
Ingle, Rucker & Ingle  
605 Pepper Building

IRVINE, JOHN E.—Steubenville, Ohio  
Francis, Irvine, Hayes & Cooper  
Sinclair Building

## J

JACKMAN, W. L.—Madison 3, Wis.  
Toebaas, Hart, Kraege & Jackman  
110 S. Hamilton St.

JACKSON, H. CLAIR—Kalamazoo 8, Mich.  
Jackson, Fitzgerald, Dalm, Nims, Sage & Wheeler  
219 West Lovell Street

JACKSON, J. KIRKMAN—Birmingham 3, Ala.  
Jackson, Rives, Pettus & Peterson  
Tenth Floor, Massey Building

JACKSON, JOHN H.—Baltimore 3, Maryland  
Assistant General Attorney  
Fidelity & Deposit Company of Maryland  
606 Fidelity Building

JACKSON, THOMAS B.—Charleston 22, W. Va.  
Jackson, Kelly, Morrison & Moxley  
1601 Kanawha Valley Building

JACOBS, WYATT—Chicago 1, Ill.  
Jacobs, Gorton and Rooney  
221 North LaSalle Street

JAINSEN, WILSON C.—Hartford 15, Conn.  
Vice-President, Hartford Acc. & Ind. Co.  
690 Asylum Street

JAMES, CHARLES V.—Norwich, Conn.  
Brown & James  
303 Thayer Building

JAMES, J. B.—Greenville, N. C.  
James & Speight  
Hassell-James Bldg.

JAMES, MURRAY G.—Wilmington, N. C.  
James & James  
609 Murchison Building

JAMES, RICHARD M.—Lansing, Mich.  
Claims Attorney  
Farm Bureau Mutual Insurance Company  
of Michigan  
424 North Grand Avenue

JAMESON, W. J.—Billings, Mont.  
Coleman, Jameson & Lamey  
Electric Building, Box 2109

JAMIESON, ROBERT G.—Detroit 26, Mich.  
General Manager, Detroit Automobile Inter-  
Insurance Exchange  
400 United Artists Bldg.

JAMISON, ROBERT H.—Cleveland 14, Ohio  
Garfield, Baldwin, Jamison, Hope & Ulrich  
1425 National City Bank Bldg.

JANUARY, SAMUEL M.—Denver 2, Colo.  
January & Yegge  
604 Equitable Building

JARRETT, JOSEPH W.—Los Angeles 15, Calif.  
Hon & Jarrett  
315 West 9th Street

JENNINGS, CLAYTON F.—Lansing 8, Mich.  
Ballard, Jennings, Bishop & Fraser  
1400 Olds Tower Building



- JOANUS, JOHN W.—Stevens Point, Wis.  
Secretary, Hardware Mutual Cas. Co.  
200 Strongs Avenue
- JOHNS, ROBERT D.—LaCrosse, Wis.  
Johns, Roraff, Pappas & Flaherty  
616 Exchange Building
- JOHNSON, E. M.—Lumberton, N. C.  
Johnson & Johnson  
Johnson Building, Box 1097
- JOHNSON, F. CARTER, JR.—New Orleans 12, La.  
Porteous & Johnson  
2008 American Bank Building
- JOHNSON, HAROLD A.—Detroit 16, Mich.  
Bodman, Longley, Bogle, Armstrong & Dahling  
3801 W. Jefferson Avenue
- JOHNSON, RUSSELL V.—Oklahoma City 2, Okla.  
France, Johnson, Gordon & Cook  
1706 First National Building
- JONES, C. BAXTER—Macon, Ga.  
Jones, Jones & Sparks  
1007-1020 Persons Building
- JONES, DeVANE KING—Tuscaloosa, Ala.  
Jones, Dominick & McEachin  
Alston Building
- JONES, EDMUND L.—Washington 5, D. C.  
Hogan & Hartson  
810 Colorado Building
- JONES, EDWIN W.—Ravenna, Ohio  
Loomis and Jones  
110 East Main Street
- JONES, HAROLD—Wichita Falls, Texas  
Jones, Parish & Fillmore  
430 Nacol Building
- JONES, JOSEPH MERRICK—New Orleans 12, La.  
Jones, Walker & Waechter  
847 National Bank of Commerce Building
- JONES, R. BRUCE—West Palm Beach, Fla.  
Earnest, Lewis, Smith & Jones  
708 Guaranty Bldg.
- JONES, THOMAS LEWIS—Pittsburgh 19, Pa.  
1204 Grant Building
- JONES, WILLIAM J.—Detroit 26, Michigan  
Lacey, Scroggie, Lacey, Buchanan & Jones  
1204 Dime Building
- JORDAN, JOHN Y., JR.—Asheville, N. C.  
Jordan & Horner  
Jackson Building
- JORDAN, WELCH—Greensboro, N. C.  
Jordan & Wright  
615-620 Jefferson Standard Building  
P. O. Box 2468
- JULIAN, LEO S.—Miami 32, Fla.  
Shutts, Bowen, Simmons, Prevatt & Julian  
800 First National Bank Building
- K**
- KAESS, FREDERICK W.—Detroit 26, Mich.  
Davidson, Kaess, Gotshall & Kelly  
2034 National Bank Building
- KAHIN, GEORGE—Seattle 4, Wash.  
Kahin, Carmody & Horswill  
Central Building
- KAHRS, WILLIAM A.—Wichita 2, Kansas  
Kahrs & Nelson  
624 Fourth National Bank Building
- KAMMER, ALFRED CHARLES—New Orleans 12, La.  
Rosen, Kammer, Hopkins, Burke & La Fevre  
1801 Hibernia Bank Building
- KARR, PAYNE—Seattle 1, Wash.  
Karr, Tuttle & Campbell  
Room 1210, 1411 4th Avenue Building
- KASDORF, CLIFFORD C.—Milwaukee 3, Wis.  
Kivett & Kasdorf  
Plankinton Building, Suite 7164
- KEARNEY, J. L.—Los Angeles 14, Calif.  
Kearney, Scott & Clopton  
639 South Spring Street
- KEARNEY, WILLIAM JAMES, JR.—New Orleans 12, La.  
Christovich & Kearney  
American Bank Building
- KEARSLEY, HERBERT J.—Boston 9, Mass.  
Manager, New England Claim Dept., London  
Guarantee & Acc. Co. & Phoenix Ind. Co.  
141 Milk Street
- KEENAN, THOMAS W.—Shenandoah, Iowa  
Keenan, Clovis & Harris  
Box 3
- KEITH, QUENTIN—Beaumont, Texas  
Cecil, Keith & Mehaffy  
234 Bowie Building
- KELLER, A. BRUCE—Pittsburg, Kan.  
Keller, Burnet & Wilbert  
204 National Bank Building
- KELLER, PAUL E.—Chicago 90, Ill.  
Benefit Association of Railway Employees  
901 Montrose Avenue, P. O. Box 790
- KELLEY, JAMES E.—St. Paul 2, Minn.  
Bundlie, Kelley, Finley & Maun  
425 Hamm Building
- KELLEY, THOMAS D.—Kansas City 6, Mo.  
222 Board of Trade Building
- KELLY, AMBROSE R.—Providence 3, R. I.  
Associate General Counsel  
Associated Factory Mutual Fire Ins. Companies  
Turks Head Building
- KELLY, FRED H.—Mattoon, Ill.  
Craig & Craig  
1803 Broadway
- KELLY, T. PAINE, JR.—Tampa 1, Fla.  
Macfarlane, Ferguson, Allison & Kelly  
First National Bank Building
- KELLY, WILLIAM A.—Akron 8, Ohio  
Wise, Roetzel, Maxon, Kelly & Andress  
1110 First National Tower
- KEMPER, ALBERT S., JR.—Bluefield, W. Va.  
Richardson & Kemper  
602 Law and Commerce Building
- KEMPER, W. L.—Houston 2, Texas  
Kemper and Wilson  
317 Shell Building

- KENLINE, H. C.—Dubuque, Iowa  
Kenline, Roedell, Hoffman & Reynolds  
418 Bank & Insurance Building
- KENNEDY, FRANK H.—Charlotte 2, N. C.  
421-427 Law Building
- KENNEDY, HAYES—Chicago 4, Ill.  
General Claims Attorney  
The Greyhound Corporation  
2737 Board of Trade Building
- KENNEY, FRANCIS L., JR.—St. Louis 2, Mo.  
Superintendent, Bond and Burglary Claims  
American—Associated Insurance Companies  
Pierce Building
- KERNAN, WARNICK J.—Utica 2, N. Y.  
Kernan & Kernan  
Devereaux Block
- KERR, NELSON R.—Baltimore 3, Md.  
Attorney, New Amsterdam Cas. Co.  
227 St. Paul Street
- KERR, WILLIAM L.—Midland, Texas  
Turpin, Kerr & Smith  
Box 913, First National Bank Building
- KERRIGAN, R. EMMETT—New Orleans 12, La.  
Deutsch, Kerrigan & Stiles  
1700 Hibernia Bank Bldg.
- KIGHTLINGER, PAUL E.—Warten, Ohio  
301-2 Union Savings & Trust Building
- KILEY, WILLIAM D.—Oneida, N. Y.  
180 Main Street  
Oneida Savings Bank Building
- KING, ALVIN O.—Lake Charles, La.  
King, Anderson & Swift  
515 Weber Building
- KING, OLIVER K.—White Plains, N. Y.  
King, Edwards & O'Connor  
Bar Building  
199 Main Street
- KIRTLAND, RICHARD L.—Los Angeles 14, Calif.  
Reed & Kirtland  
621 South Spring Street, Room 600
- KISSAM, LEO T.—New York 5, N. Y.  
20 Pine Street
- KISTNER, JOHN R.—Cleveland 14, Ohio  
658 Leader Building
- KITCH, JOHN R.—Chicago 6, Ill.  
President, Security Mutual Cas. Co.  
309 West Jackson Boulevard
- KITTELL, R. G.—Henderson, N. C.  
Perry & Kittrell  
Law Building
- KIVETT, AUSTIN W.—Milwaukee 3, Wis.  
Kivett & Kasdorf  
Suite 7164  
Plankinton Building
- KLAW, ABEL—Wilmington 98, Del.  
7058 DuPont Building
- KLEIN, DANIEL E.—Baltimore 3, Md.  
1219 Fidelity Building
- KLEIN, GERALD B.—Tulsa 3, Okla.  
Disney, Houston, Klein & Melone  
209 Drew Building
- KLEIN, RICHARD HENRY—Sunbury, Pa.  
230 Market Street
- KLINE, ARTHUR—Cheyenne, Wyoming  
Kline and Kline  
410 Majestic Building
- KLOHR, PHILIP C.—Chicago 3, Ill.  
Klohr & Merrick  
105 South LaSalle Street
- KLOSTERMEYER, HOWARD R.—Charleston 21, W. Va.  
Spilman, Thomas & Battle  
Kanawha Banking & Trust Bldg.
- KLUWIN, JOHN A.—Milwaukee 2, Wis.  
Bendinger, Hayes & Kluwin  
735 North Water Street
- KNAPP, FRANK J.—Houston 2, Texas  
Butler, Binion, Rice & Cook  
30th Floor, Gulf Building
- KNEPPER, WILLIAM E.—Columbus 15, Ohio  
Knepper, White & Dempsey  
22 West Gay Street
- KNIGHT, DEWEY—Miami 32, Fla.  
Knight, Smith & Underwood  
1117 Ingraham Building
- KNIGHT, HARRY S.—Sunbury, Pa.  
Bittner Trust Building
- KNIGHT, WILLIAM D.—Rockford, Ill.  
Central National Bank Building
- KNIPMEYER, LOWELL L.—Kansas City 6, Missouri  
Parker and Knipmeyer  
900 Waltower Building
- KNOWLES, W. P.—New Richmond, Wis.  
Doar and Knowles  
103 North Main Avenue
- KNOWLES, WILLIAM F.—Kansas City 6, Mo.  
Sprinkle, Knowles & Carter  
Suite 515, Lathrop Building
- KNUDSON, BENNETT O.—Albert Lea, Minn.  
Meighen, Knudson, Sturtz & Peterson  
First National Bank Building
- KOONTZ, PAUL G.—Kansas City 6, Mo.  
Kemp, Koontz, Clagett & Norquist  
810 Commerce Building
- KORSAN, PETER J.—Philadelphia 6, Pa.  
Secretary, Fire Association of Philadelphia  
401 Walnut Street
- KOTTGEN, HECTOR—New York 38, N. Y.  
Vice-President, General Reinsurance Corp.  
90 John Street
- KRAMER, DONALD W.—Binghamton, N. Y.  
Kramer, Night & Wales  
46-48 Hawley Street
- KRAMER, LEE H.—Columbus 15, Ohio  
Hamilton and Kramer  
701-6 Huntington Bank Building
- KRISTELLER, LIONEL, P.—Newark 2, N. J.  
Kristeller & Zucker  
744 Broad Street

KUHN, EDWARD W.—Memphis 3, Tenn.  
McDonald, Kuhn & McDonald  
1118 Commerce Title Building  
P. O. Box 123

KUHNS, BARTON H.—Omaha 3, Neb.  
Finlayson, McKie & Kuhns  
800-807 First National Bank Building

KUITTINEN, GEORGE A.—Studio City, Calif.  
4063 Radford Avenue

## L

LABRUM, J. HARRY—Philadelphia 2, Pa.  
Conlen, LaBrum & Beechwood  
1507 Packard Building

LACEY, RALPH B.—Detroit 26, Mich.  
Lacey, Scroggie, Lacey, Buchanan & Jones  
1204 Dime Building

LACEY, ROBERT B.—Detroit 26, Mich.  
Lacey, Scroggie, Lacey, Buchanan & Jones  
1204 Dime Building

LACOSTE, ROGER, Q. C.—Montreal 1, Canada  
Lacoste & Lacoste  
North British & Mercantile House  
460 St. Francois-Xavier Street

LADON, BERNARD F.—San Antonio 5, Texas  
Lang, Byrd, Cross and Ladon  
1500 Milam Building

LAMFROM, LEON B.—Milwaukee 2, Wis.  
Lamfrom, Tighe, Engelhard & Peck  
1416 Bankers Building

LAMKIN, E. T.—Monroe, La.  
McHenry, Lamkin & Snellings  
Box 1663, Bernhardt Building

LANCASTER, J. L., JR.—Dallas 2, Texas  
Robertson, Jackson, Payne, Lancaster & Walker  
805 Republic Bank Building

LANDIS, MILFORD L.—Van Wert, Ohio  
Counsel, Central Manufacturers' Mut. Ins. Co.  
800 S. Washington Street

LANE, BERT H.—Pensacola, Florida  
Yonge, Beggs and Lane  
Blount Building

LANE, COLLIS GUNDY—Columbus 15, Ohio  
16 East Broad Street

LANG, SYLVAN—San Antonio 5, Texas  
Lang, Byrd, Cross & Ladon  
1500 Milam Building

LANTAFF, WILLIAM C.—Washington, D. C.  
Room 125, House Office Building

LANTZ, MARSHALL P.—Kansas City 10, Mo.  
Bruce Dodson & Company  
2800 Wyandotte

LAWSON, ROBERT W., JR.—Charleston 22, W. Va.  
Steptoe & Johnson  
608 Kanawha Valley Building

LAYMON, PAUL E.—Detroit 32, Mich.  
Gen. Counsel, Standard Accident Ins. Co.  
640 Temple Avenue

LAZONBY, J. LANCE—Gainesville, Fla.  
Lazonby, Dell, Graham & Mills  
Baird Office Building

LECLAIR, HOWARD J.—Omaha 3, Neb.  
Vice President  
Mutual Benefit Health & Accident Association  
3316 Farnam Street

LEDERER, ROBERT A.—Tooms River 2, N. J.  
P. O. Box 293

LEE, DAVID F.—Norwich, N. Y.  
Lee, Gallagher & Lee  
23 North Broad Street

LEFTWICH, CHARLES W.—Columbus 16, Ohio  
Vice-President and Secretary  
Farm Bureau Mutual Automobile Ins. Co.  
246 North High Street

LEROY, FARREL J.—Hartford 2, Conn.  
London & Lancashire Indemnity Company  
20 Trinity Street

LEROY, J. HENRY—Elizabeth City, N. C.  
Carolina Building, Box 298

LESEMANN, RALPH F.—Urbana, Ill.  
Legal Counsel, University of Illinois  
210 Administration Building (E)

LEVIN, SAMUEL—Chicago 4, Ill.  
Continental Illinois Bank Building  
231 South LaSalle Street

LEVIT, BERT W.—San Francisco 4, Calif.  
Long & Levit  
Merchants Exchange Building

LEVY, ADRIAN F.—Galveston, Texas  
Levy & Levy  
United States National Bank Bldg.

LEVY, LEONARD B.—New Orleans 12, La.  
Dufour, St. Paul & Levy  
National Bank of Commerce Building

LIDDON, WALKER—Panama City, Fla.  
P. O. Box 128

LILLY, A. J.—Baltimore 3, Md.  
General Counsel, Maryland Casualty Company  
701 West 40th Street

LINDE, CLYDE J.—Kansas City 6, Mo.  
Langworthy, Matz & Linde  
300 Union National Bank Bldg.

LINTON, WALTER—Phoenix, Arizona  
Snell & Wilmer  
703 Heard Building

LIPSCOMB, HUBERT S.—Jackson 5, Miss.  
Lipscomb & Ray  
Lamar Life Building

LIPSCOMB, THOMAS E.—Cleveland 14, Ohio  
Thompson, Hine & Flory  
1122 National City Bank Building

LIPSCOMB, WILLIAM—Dallas 1, Texas  
Malone, Lipscomb & Seay  
508-514 Southland Life Building

LITTLE, JAMES—Big Spring, Texas  
State National Bank Building

- LITTLETON, OLIVER W.—Baltimore 3, Md.  
Atty., Claim Dept., Fidelity & Dep. Co. of Md.  
Fidelity Building
- LLOYD, L. DUNCAN—Chicago 3, Ill.  
Lord, Bissell & Kadyk  
135 South LaSalle Street
- LOCKE, HERBERT E.—Augusta, Maine  
Locke, Campbell, Reid and Hebert  
284 Water Street
- LOCKE, L. J.—Chicago 4, Ill.  
Assistant Superintendent, Liability Claim Dept.  
Continental Casualty Company  
310 South Michigan Avenue
- LOCKE, THEODORE L.—Indianapolis 4, Ind.  
Slaymaker, Locke & Reynolds  
750-760 Consolidated Building
- LOESCHE, WILLIAM H., JR.—Philadelphia 5, Pa.  
Assistant Counsel  
The Penn Mutual Life Insurance Company  
530 Walnut Street
- LONG, LAWRENCE A.—Denver 2, Colo.  
Long, Hyman & Smart  
418 Symes Building
- LONG, ROWLAND H.—Springfield, Mass.  
Associate Counsel, Massachusetts Mutual Life  
Insurance Company  
1295 State Street
- LONG, STANLEY B.—Seattle 4, Wash.  
Bogle, Bogle & Gates  
603 Central Building
- LONG, THOMAS J.—Atlanta 3, Ga.  
First National Bank Building
- LOPRESTI, ALFRED E.—Boston, Mass.  
11 Pemberton Square
- LORD, JOHN S.—Chicago 3, Ill.  
Lord, Bissell & Kadyk  
135 South LaSalle Street
- LOWE, R. E.—Spokane 8, Wash.  
Paine, Lowe & Coffin  
622 Spokane & Eastern Building
- LUCAS, WILDER—St. Louis 1, Mo.  
Finley, Lucas & Arnold  
Suite 2155—Railway Exchange Building  
611 Olive Street
- LUCE, ROBERT T.—Chicago 4, Ill.  
208 South LaSalle Street
- M**
- MADISON, GEORGE T.—Bastrop, La.  
Madison, Madison, Files & Shell  
P. O. Box 510
- MAGUIRE, RAYMER F.—Orlando, Fla.  
Maguire, Voorhis & Wells  
P. O. Box 633
- MAHONEY, GEOFFREY P.—Minneapolis 2, Minn.  
Mahoney, Cragg & Barnett  
2120 Rand Tower
- MAHONEY, WILLIAM B.—Portland 3, Maine  
120 Exchange Street
- MALLEY, JOHN J.—New York 6, N. Y.  
National Surety Corp.  
4 Albany Street
- MALONE, RALPH WALDO—Dallas 1, Texas  
Malone, Lipscomb & Seay  
508-514 Southland Life Building
- MANGIN, WILLIAM B.—Syracuse 2, N. Y.  
Brown, Mangin & Greene  
1603 State Tower Building
- MANIER, MILLER—Nashville 3, Tenn.  
Manier, Crouch, Manier & White  
Baxter Building, 216 Union Street
- MANN, FRANK C.—Springfield, Mo.  
Mann, Mann, Walter & Powell  
Suite 810, Landers Building
- MANSFIELD, WALTER A.—Detroit 26, Mich.  
1912 Guardian Building  
Griswold Street
- MARBLE, HARRY E.—Cincinnati 2, Ohio  
Marble & Vordenberg  
2003 Union Central Building
- MARCHAL, VERNON L.—Greenville, Ohio  
Marchal & Marchal  
140 West 4th Street
- MARCUS, DAVID C.—Beaumont, Texas  
Marcus & Weller  
P. O. Box 350
- MARKHAM, J. HENSON—Jacksonville 1, Fla.  
Osborne, Copp & Markham  
Barnett Nat. Bank Bldg., P. O. Box 537
- MARKS, SAM R.—Jacksonville 1, Fla.  
Marks, Gray, Yates & Conroy  
1321 Graham Building
- MARKS, SUMTER D., JR.—New Orleans 12, Louisiana  
Phelps, Dunbar, Marks & Claverie  
United Fruit Building
- MARRYOTT, FRANKLIN J.—Boston 17, Mass.  
Vice-President & General Counsel, Liberty  
Mutual Insurance Company  
175 Berkeley Street
- MARSALEK, GEORGE WOODRUFF—St. Louis 2, Mo.  
Moser, Marsalek, Carpenter, Cleary & Carter  
330 Pierce Building  
112 North 4th Street
- MARSHALL, E. A.—Huntington 9, W. Va.  
Fitzpatrick, Marshall, Huddleston & Bolen  
900 First Huntington National Bank Building
- MARSHALL, REMBERT—Atlanta 3, Ga.  
Marshall, Greene, Baird & Neely  
1040 Hurt Building
- MARTIN, BURKETT H.—Vicksburg, Miss.  
Dent and Ward  
411 Merchants Bank Building
- MARTIN, CLARENCE E.—Martinsburg, W. Va.  
Martin & Seibert  
Peoples Trust Building

- MARTIN, CLARENCE E., JR.—Martinsburg, W. Va.  
Martin & Seibert  
Peoples Trust Building
- MARTIN, FRANK J.—Gadsden, Ala.  
Hood, Inzer, Martin & Suttle  
American National Bank Building  
Box 429
- MARTIN, GEORGE D.—Lancaster, Ohio  
Drinkle & Martin  
106 Equitable Building
- MARTIN, JOHN B.—Philadelphia 10, Pa.  
Duane, Morris & Heckscher  
1617 Land Title Building
- MARTIN, MARK—Dallas 1, Texas  
Strasburger, Price, Kelton, Miller & Martin  
300 Gulf States Building
- MARTIN, WILLIAM FRANCIS—New York 4, N. Y.  
Martin, Clearwater & Bell  
30 Broad Street
- MARTIN, WILLIAM LOGAN—Birmingham 3, Ala.  
Martin, Turner, Blakey & Bouldin  
600 North 18th Street
- MASON, WILLIAM CLARKE—Philadelphia 9, Pa.  
Morgan, Lewis & Bockius  
2107 Fidelity-Philadelphia Trust Building
- MASTERS, RICHARD C.—Lansing 3, Mich.  
Vice-President & Asst. Gen. Counsel  
Auto-Owners Insurance Company  
M. O. Box 660
- MATHYS, CLIFFORD G.—Madison 3, Wis.  
Rieser, Mathys, McNamara & Stafford  
1 West Main Street
- MATTHEWS, DOUGLAS W.—Atlanta 3, Georgia  
Matthews & Hendrix  
1417 First National Bank Building
- MATTHIAS, RUSSELL H.—Chicago 2, Ill.  
Meyers & Matthias  
1 North LaSalle Street
- MATZ, EDMUND L.—Bellaire, Ohio  
Matz & Cinque  
First National Bank Building
- MAURICE, STEWART—New York 6, N. Y.  
Maurice & McNamee  
149 Broadway
- MAUTZ, ROBERT T.—Portland 4, Ore.  
Wilbur, Mautz, Souther & Spaulding  
1001 Board of Trade Building
- MAWHINNEY, DONALD M.—Syracuse 1, N. Y.  
Hiscock, Cowie, Bruce, Lee & Mawhinney  
300 First Trust & Deposit Building
- MAXWELL, DAVID F.—Philadelphia 2, Pa.  
Edmonds, Obermayer & Rebmann  
1418 Packard Building
- MAY, ALBERT E.—Omaha 2, Neb.  
Swart, May, Royce, Smith & Story  
705 Keeline Building
- MAY, JOHN G., JR.—Richmond 19, Va.  
May, May & Garrett  
1233 Mutual Building
- MAY, PHILIP S.—Jacksonville 2, Fla.  
Crawford & May  
Suite 1106, 11 East Forsyth Street
- MAYER, CHARLES L.—Shreveport 4, La.  
Jackson, Mayer & Kennedy  
1030 Laird-Lane Building
- MAYNE, WALTER R.—St. Louis 1, Mo.  
Fordyce, Mayne, Hartman, Renard & Stribling  
506 Olive Street
- MAYNE, WILEY E.—Sioux City, Iowa  
Shull & Marshall  
1109 Badgerow Building
- MEAD, J. S.—Birmingham, 3, Ala.  
512 Jackson Building
- MEADER, HENRY C.—Montgomery 4, Ala.  
Meader, Yung & Bell  
First National Bank Building
- MEAGHER, I. E.—Minneapolis 2, Minn.  
Meagher, Geer, Markham & Anderson  
915 First National-Soo Line Building
- MECHAM, GEORGE N.—Omaha 2, Neb.  
Mecham, Stoehr, Moore, Mecham and Hills  
1028 City National Bank Building
- MEHAFFY, JAMES W.—Beaumont, Texas  
Cecil, Keith & Mehaffy  
234 Bowie Building
- MEHIGAN, IRVING PATRICK—Milwaukee 2, Wis.  
Burns & Mehigan  
208 E. Wisconsin Avenue
- MELLEN, CLARENCE E.—New York 8, N. Y.  
60 John Street
- MENDES, WILLIAM B.—New York 5, N. Y.  
Mendes & Mount  
27 William Street
- MERCIER, LUCIEN H.—Washington 5, D. C.  
716 Metropolitan Bank Building
- MERHIGE, ROBERT H., JR.—Richmond 19, Va.  
Rooke and Merhige  
506 State Planters Bank Building
- MERRELL, C. F.—Indianapolis 4, Ind.  
Merrell, Reese, Robb & Ryan  
1028 Circle Tower
- MERRICK, HUBERT C.—Chicago 3, Ill.  
Klohr & Merrick  
105 South LaSalle Street
- MERRILL, HUGH D., JR.—Anniston, Ala.  
Merrill, Merrill & Vardaman  
Commercial National Bank Bldg., Box 286
- MERRILL, WILLIAM FOLSOM—Skowhegan, Maine  
Merrill & Merrill  
Merrill Block
- MERSHON, M. L.—Miami 8, Fla.  
Evans, Mershon, Sawyer, Johnston & Simmons  
Box 1390  
First National Bank Building
- MEYERS, ALLEN—Topeka, Kan.  
Meyers, Gault, Marshall & Hawks  
New England Building



- MILAM, ARTHUR Y.**—Jacksonville 1, Fla.  
Milam, McIlvaine, Carroll & Wattles  
1211 Greenleaf Building
- MILEY, MORTIMER B.**—St. Paul 1, Minn.  
Swensen & Miley  
1024-1030 Minnesota Building
- MILLER, ALEX M.**—Des Moines 9, Iowa  
Holliday, Miller, Myers, Stewart & McDowell  
707 Central National Bank Building
- MILLER, BEN R.**—Baton Rouge, La.  
General Counsel  
Audubon Insurance Company  
214 Kean Building, Box 10
- MILLER, DALE F.**—Columbus 15, Ohio  
Knepper, White & Dempsey  
22 West Gay St.
- MILLER, H. ELLSWORTH**—Baltimore 3, Maryland  
Chief Claim Attorney  
Maryland Casualty Company  
701 West 40th Street
- MILLER, J. WESTON**—Springfield, Mo.  
Miller & Fairman  
Box 1314, Southside Station
- MILLER, JOHN L.**—Pittsburgh 19, Pa.  
Duff, Scott & Smith  
517 Frick Building
- MILLER, OLIVER H.**—Des Moines 9, Iowa  
Suite 403, Equitable Building
- MILLER, ORRIN**—Dallas 2, Texas  
Robertson, Jackson, Payne, Lancaster & Walker  
805 Republic Bank Building
- MILLER, VAUGHN**—Chattanooga 2, Tenn.  
Miller, Martin, Hitching & Tipton  
1033 Volunteer Building
- MILLS, BALLINGER**—Galveston, Texas  
Wigley, McLeod, Mills & Shirley  
801 Union Station Building
- MITCHELL, GEORGE L., Q. C.**—London, Ontario,  
Canada  
Mitchell & Hockin  
189 Dufferin Avenue  
P. O. Box 1023
- MITCHELL, JAMES E.**—Bangor, Maine  
Eastern Trust Building
- MOCK, FRED M.**—Oklahoma City 2, Okla.  
Pierce, Mock & Duncan  
2401 First National Building
- MOELLER, FREDERICK A.**—Boston 16, Mass.  
Henry, Moeller, Aggott & Goodale  
142 Berkeley Street
- MOFFATT, WILLIS C.**—Boise, Idaho  
Moffatt & O'Leary  
Suite 319, Idaho Bldg.  
216 North 8th Street  
P. O. Box 1926
- MONAHAN, ALBERT J.**—Utica 2, New York  
Miller, Hubbell and Evans  
Mayro Building
- MONNET, CLAUDE**—Oklahoma City 2, Okla.  
Monnet, Hayes & Bullis  
First National Building
- MONTGOMERY, RICHARD B., JR.**—New Orleans 12, La.  
Montgomery, Barnett, Brown & Sessions  
1103-6 Maritime Building
- MOODY, L. DENMAN**—Houston 2, Texas  
Baker, Botts, Andrews & Parish  
16th Floor, Esperson Building
- MOORE, ALVIN O.**—Chattanooga 2, Tenn.  
Spears, Reynolds, Moore & Rebman  
1003 Chattanooga Bank Building
- MOORE, BENJAMIN ALLSTON**—Charleston 3, S. C.  
Moore & Mouzon  
4 Gillon Street
- MOORE, BEVERLY C.**—Greensboro, N. C.  
Smith, Sapp, Moore & Smith  
Suite 700, Jefferson Standard Building
- MOORE, JOHN W. D.**—Sanford, Fla.  
Box 1285
- MOORE, ROBERT M.**—Chicago 6, Ill.  
Kitch, Moore & Tressler  
309 West Jackson Blvd.
- MOORHEAD, R. DEAN**—Austin 21, Texas  
Looney, Clark & Moorhead  
1020 Brown Building
- MORDAUNT, ROY J.**—Minneapolis 1, Minn.  
Mordaunt and Mordaunt  
628 Midland Bank Building
- MOREHEAD, CHARLES A.**—Miami 32, Fla.  
Morehead, Forrest, Brown & Gotthardt  
224-28 Northeast 2nd Avenue
- MORETON, ARTHUR E.**—Salt Lake City 1, Utah  
Moreton, Christensen & Christensen  
433 Judge Building
- MORFORD, JAMES R.**—Wilmington 28, Del.  
Morford, Bennethum, Marvel & Cooch  
212 Delaware Trust Building
- MORGAN, B. L.**—Amarillo, Texas  
Culton, Morgan, Britain & White  
American National Bank Building  
P. O. Box 189
- MORRIS, CHARLES W.**—Louisville 2, Ky.  
Morris & Garlove  
Marion E. Taylor Building
- MORRIS, LARRY W.**—Houston 2, Texas  
Morris, Underwood & Oldham  
Second National Bank Building
- MORRIS, LESLIE W.**—Frankfort, Ky.  
Farmers Deposit Bank Building  
216 N. Main Street
- MORRIS, STANLEY C.**—Charleston 26, W. Va.  
Steptoe & Johnson  
Kanawha Valley Building  
P. O. Box 1588
- MORRIS, WILLIAM H.**—Rochester 14, N. Y.  
Nixon, Hargrave, Devans & Dey  
31 Exchange Street
- MORRISON, GEORGE M.**—New York 5, N. Y.  
Manager, Casualty Claim Department  
American Surety Company  
100 Broadway

MORROW, THOMAS L.—Seattle 4, Wash.  
Bogle, Bogle & Gates  
603-624 Central Building

MORSE, RUPERT G.—Kansas City 13, Mo.  
Vice-President & Manager of Claim Dept.  
Employers Reinsurance Corporation  
P. O. Box 2088

MOSER, HENRY S.—Chicago 2, Ill.  
Sonnenschein, Berkson, Lautmann, Levinson  
& Morse  
77 West Washington Street

MOSER, W. EDWIN—St. Louis 2, Mo.  
Moser, Marsalek, Carpenter, Cleary & Carter  
390 Pierce Building

MOSES, HENRY C.—New York 5, N. Y.  
Moses, Nehrbas & Tyler  
20 Pine Street

MOSS, BOYD C.—Birmingham 5, Ala.  
2211 Magnolia Avenue

MOSS, SIDNEY A.—Los Angeles 14, California  
Moss, Lyon & Dunn  
735 Van Nuys Bldg., 210 West Seventh Street

MOUL, CHARLES E.—LeRoy, Ohio  
Assistant Superintendent of Claims  
Ohio Farmers Insurance Company

MOULE, REID S.—Buffalo 3, N. Y.  
Moule, Miles & Forhead  
660 Ellicott Square Building

MOUNT, THOMAS F.—Philadelphia 2, Pa.  
Rawle & Henderson  
1910 Packard Building

MOYER, JAMES I.—Salem, Va.  
5 South College Avenue

MUDD, J. P.—Birmingham 3, Ala.  
914 Massey Building

MULLER, ARTHUR C., JR.—New York 5, N. Y.  
Mendes & Mount  
27 William Street

MULVIHILL, ALFRED F.—Chicago 4, Ill.  
175 West Jackson Boulevard

MUNGALL, DANIEL—Rosemont, Pa.  
207 Curwen Road

MUNSON, LESTER E.—Chicago 4, Illinois  
Suite 1951, Board of Trade Bldg.  
141 West Jackson Blvd.

MURPHY, JOHN—Kansas City 6, Mo.  
Tucker, Murphy, Wilson and Siddens  
831 Scarritt Building

MURPHY, JOSEPH B.—Syracuse 2, N. Y.  
Murphy & Young  
1104 State Tower Building

MURPHY, JOSEPH HAWLEY—Syracuse 2, N. Y.  
Murphy & Young  
1104 State Tower Building

MURPHY, RAY—New York 38, N. Y.  
General Counsel, Association of Casualty &  
Surety Companies  
60 John Street

MURRAY, CLAPHAM, JR.—Baltimore 3, Md.  
Maryland Casualty Company  
701 West 40th Street

MURRAY, GEORGE C.—Sheldon, Iowa  
203 Security Investment Building

MUSE, LEONARD G.—Roanoke 4, Va.  
Woods, Rogers, Muse & Walker  
302-319 Boxley Building

MUSGRAVE, EDGAR—Des Moines 9, Iowa  
Whitfield, Musgrave, Selvy, Fillmore & Kelly  
616 Insurance Exchange Building

MYERS, S. P.—Racine, Wis.  
Helm, Myers & Gillett  
727 Wisconsin Avenue

Mac

MACCARTER, WILLIAM J., JR.—Chester, Pa.  
MacCarter & Crawford  
301 Roy Building  
712 Edgmont Avenue

MACELREE, J. PAUL—West Chester, Pa.  
11 South High Street

Mc

McCAHAN, ELMER B., JR.—Baltimore 3, Maryland  
Vice-President and General Attorney  
Fidelity & Deposit Company of Maryland  
606 Fidelity Building

McCALL, HARRY—New Orleans 12, La.  
Chaffe, McCall, Toler & Phillips  
724 Whitney Building

McCAMEY, HAROLD E.—Pittsburgh 19, Pa.  
Dickie, McCamey, Chilcote, Reif & Robinson  
Suite 1310, Grant Building

McCAMPBELL, H. H., JR.—Knoxville 2, Tenn.  
Green, Webb & McCampbell  
803 Burwell Building

McCARROLL, CLARENCE—Owensboro, Ky.  
Woodward, Bartlett & McCarroll  
221½ St. Ann Street

McCARY, JOE T.—Nashville 3, Tenn.  
Stewart, McCary & Crownover  
Third National Bank Building

McCLENDON, WILLIAM H., JR.—New Orleans 12, La.  
McClendon & Wheeler  
Richards Building

McCOMB, EDGAR—Denver 2, Colo.  
McComb & Zarlengo  
Suite 1020, First National Bank Building

McCONNELL, F. BRITTON—Los Angeles 15, Calif.  
General Counsel, Pacific Employers Insurance  
Co. and Unity Mutual Life & Acc. Ins. Co.  
1033 South Hope Street

McCONNELL, ROBERT M.—Knoxville 1, Tenn.  
Frantz, McConnell & Seymour  
Burwell Building

McCord, Sidney P., Jr.—Camden 2, New Jersey  
Starr, Summerill and Davis  
330 Market Street

McCormick, Robert M.—New York 5, N. Y.  
McCormick, McCormick & Dunne  
55 Liberty Street

McDonald, Martelle—Odessa, Texas  
McDonald and Shafer  
First State Bank Building

McDonald, W. Percy—Memphis 1, Tenn.  
McDonald, Kuhn & McDonald  
Commerce Title Building, P. O. Box 123

McElraevy, John, Jr.—New York 7, N. Y.  
75 Fulton Street

McFaddin, John M.—Rockville, Ind.  
McFaddin & McFaddin  
Rockville National Bank Building

McGinn, Denis—Escanaba, Mich.  
McGinn & Fitzharris  
1103 Escanaba National Bank Building

McGough, Paul J.—Minneapolis 2, Minn.  
Faegre & Benson  
1260 Northwestern Bank Building

McGugin, Dan E.—Nashville 3, Tenn.  
608 Commerce-Union Bank Building

McGuirk, James J., Jr.—New York 8, N. Y.  
Counsel, Globe Indemnity Company  
150 William Street

McInerney, John M.—Bethesda, Md.  
McInerney and Heeney  
7649 Old Georgetown Road

McInerney, Wilbert—Washington 5, D. C.  
McInerney & McCarthy  
617 Albee Building  
1426 G Street, N.W.

McKelvy, W. R.—Seattle 4, Wash.  
Skeel, McKelvy, Henke, Evenson & Uhlmann  
Insurance Building

McKennett, Fred A.—Chicago 3, Ill.  
Superintendent, Home Office Claim Dept.  
Zurich-American Companies  
135 So. LaSalle Street

McKesson, Theodore G.—Phoenix, Ariz.  
McKesson & Renaud  
703 Luhrs Tower

McLaughlin, Edward F.—Syracuse 1, N. Y.  
Hiscock, Cowie, Bruce, Lee & Mawhinney  
300 First Trust & Deposit Building

McLaughlin, Eugene D.—Peoria 2, Ill.  
Hunter, Kavanagh, McLaughlin & Boni  
718 Commercial National Bank Building

McLaughlin, John T.—Reno, Nev.  
Pike, McLaughlin & Furrh  
309 First National Bank Building

McLean, Dickson—Lumberton, N. C.  
McLean & Stacy  
The National Bank Building  
Drawer 1087

McLeod, V. W.—Galveston, Texas  
Wigley, McLeod, Mills & Shirley  
801 Union Station Building

McLoughlin, James J.—New York 6, N. Y.  
111 Broadway

McMahon, T. J.—Abilene, Texas  
McMahon, Springer, Smart & Walter  
Box 1440

McNamara, J. Paul—Columbus 15, Ohio  
50 East Broad Street

McNamara, William F.—Chicago 3, Ill.  
Fidelity & Casualty Company of N. Y.  
135 South LaSalle Street

McNeal, Harley J.—Cleveland 14, Ohio  
McNeal & Barry  
1006 Williamson Building

McPharlin, Eldon V.—Los Angeles 13, Calif.  
Anderson, McPharlin & Conners  
458 South Spring Street

McTighe, Desmond J.—Norristown, Pa.  
Duffy, McTighe & McElhone  
11 East Airy Street

## N

Nall, A. Walton—Atlanta 3, Ga.  
Andrews, Nall and Sterne  
1424 Healey Bldg.

Naman, W. W.—Waco, Texas  
Naman, Howell & Boswell  
Amicable Building

Nangle, John J.—St. Louis 2, Mo.  
President, Utilities Insurance Company  
315 Pine Street

Nash, Francis M.—Bradford, Pa.  
Nash & Nash  
605 Hooker—Fulton Building

Nash, J. Newton—New York 38, N. Y.  
Nash, Ten Eyck, Maximov & Freehill  
84 William Street

Naujoks, Herbert H.—Chicago 2, Ill.  
Ekern, Meyers & Matthias  
1 North LaSalle Street

Neal, Robert R.—Chicago 4, Ill.  
Assistant General Counsel  
North American Accident Ins. Co.  
209 S. LaSalle Street

Neely, Robert D.—Omaha, Neb.  
Neely, Otis & Cockle  
304 Aquila Court

Nelson, P. H.—Columbia 23, S. C.  
Nelson, Mullins & Grier  
902-905 Palmetto Building

Nelson, Robert M.—Memphis 3, Tenn.  
Nelson, Norvell, Owens & Floyd  
1001 Columbian Mutual Tower

NICHOLS, HENRY W.—New York 6, N. Y.  
Vice-President and General Counsel  
National Surety Corporation  
4 Albany Street

NICKERSON, PALMER R.—Baltimore 1, Md.  
Duc, Nickerson, Whiteford & Taylor  
Baltimore Life Building

NIEHAUS, JOHN M.—New York 22, N. Y.  
515 Madison Avenue

NIGH, WARREN—Washington 5, D. C.  
Secretary, Government Employees Insurance  
Company  
Government Employees Insurance Building

NIGHT, WILLIAM E.—Binghamton, N. Y.  
Kramer, Night & Wales  
46-48 Hawley Street

NILLES, HERBERT G.—Fargo, N. D.  
Nilles, Oehlert & Nilles  
504 Black Building

NIMS, DAVID E., JR.—Kalamazoo 13, Mich.  
Jackson, Fitzgerald, Dalm, Nims, Sage &  
Wheeler  
219 West Lovell Street

NIX, ARBIT—Athens, Ga.  
Erwin, Nix, Birchmore & Epting  
202 Southern Mutual Building

NIXON, DAVID S.—Hartford 2, Conn.  
Assistant Secretary, London & Lancashire In-  
demnity Company of America  
20 Trinity Street

NOLL, ROBERT M.—Marietta, Ohio  
406 Peoples Bank Building

NOONAN, CHARLES F.—Minneapolis 2, Minn.  
Dorsey, Coleman, Barker, Scott & Barber  
1300 First National-Soo Line Building

NOONE, CHARLES A.—Chattanooga 2, Tenn.  
Noone, Tanner & Noone  
Suite 603, Chattanooga Bank Building

NORDMARK, GODFREY—Denver 2, Colo.  
Sheldon & Nordmark  
235 Equitable Building

NORMANN, FRANK S.—New Orleans 12, La.  
Normann, Schonekas & Normann  
16th Floor, Hibernia Bank Building

NORVELL, J. WOODROW—Memphis 3, Tennessee  
Nelson, Norvell, Owens & Floyd  
1001 Columbian Mutual Tower

NOTNAGEL, LELAND H.—Toledo 4, Ohio  
Cobourn, Yager, Notnagel, Smith & Moran  
707 Toledo Trust Building

NULTON, P. E.—Pittsburg, Kan.  
Nulton & Letton  
First National Bank Building

## O

O'BRIEN, BRENDAN, Q. C.—Toronto, 2, Canada  
Phelan, O'Brien, Phelan & Fitzpatrick  
705 Federal Building

O'BRIEN, F. J.—Rochester, Minn.  
321 First National Bank Building

O'BRIEN, JOSEPH F.—Brooklyn 2, New York  
189 Montague Street

O'BRIEN, MATTHEW J.—Chicago 4, Ill.  
O'Brien & Hanrahan  
3520 Board of Trade Building

O'BRYAN, WILLIAM M.—Fort Lauderdale, Fla.  
Fleming, O'Bryan & Fleming  
801 Sweet Building

O'CONNOR, DENNIS L.—White Plains, N. Y.  
King, Edwards and O'Connor  
199 Main Street

O'CONNOR, JAMES H.—Syracuse 2, N. Y.  
O'Connor & Fahey  
731 University Building

ODOM, H. TALBOT—Greenwood, Miss.  
Box 674

O'FARRELL, WILLIAM T.—Charleston 22, W. Va.  
Jackson, Kelly, Morrison & Moxley  
1601 Kanawha Valley Building

O'HARA, JAMES M.—Utica, N. Y.  
309 Foster Building  
and 115 No. Washington Street  
Rome, N. Y.

O'KELLEY, A. FRANK—Tallahassee, Fla.  
Keen, O'Kelley & Spitz  
311 East Park Avenue

OLDS, JAMES—Akron 8, Ohio  
Waltz & Olds  
913 Second National Building

OLIVER, ALLEN—Cape Girardeau, Mo.  
Oliver & Oliver  
402-406 Himmelberger-Harrison Bldg.

O'MALLEY, THOMAS J.—New York 7, N. Y.  
Vice-President & Secretary  
Merchants Indemnity Corporation of New York  
225 Broadway

OMAN, RALPH—Topeka, Kan.  
McClure, Webb & Oman  
708 National Bank of Topeka Building

O'MARA, JUNIOR—Jackson, Miss.  
Butler, Snow & O'Mara  
1301 Deposit Guaranty Bank Building  
P. O. Box 141

O'NEILL, EDWARD T.—Fond du Lac, Wis.  
General Claims Attorney  
Threshermens Mutual Insurance Co.  
104 South Main Street

ORBISON, TELFORD B.—New Albany, Ind.  
Bulleit and Orbison  
Union National Bank Bldg.

ORLANDO, SAMUEL P.—Camden 2, N. J.  
Orlando, Devine & Tomlin  
709 Market Street

ORR, ALEXANDER, JR.—New York 38, N. Y.  
Evans, Rees, Orr & Walsh  
220 Broadway

ORR, GEORGE WELLS—New York 38, N. Y.  
U. S. Aviation Underwriters  
80 John Street

OSBORNE, H. P.—Jacksonville 1, Fla.  
Osborne, Copp & Markham  
1625 Barnett National Bank Building  
P. O. Box 537

OWENS, GROVER T.—Little Rock, Ark.  
Owens, Ehrman & McHaney  
Pyramid Building

# P

PALMER, RAY G.—Duluth 2, Minn.  
Hunt, Palmer & Hood  
800 Lonsdale Building

PARCHER, FREDERIC C.—Columbus 16, Ohio  
Claims Counsel  
Farm Bureau Mutual Automobile Ins. Co.  
246 North High Street

PARK, ARTHUR A.—San Francisco 4, Calif.  
Worthington, Park & Worthington  
Russ Building

PARKER, ALEXANDER W.—Richmond 19, Va.  
Christian, Barton, Parker & Boyd  
506 Mutual Building

PARKER, G. W., JR.—Fort Worth 2, Texas  
Bryan, Stone, Agerton & Parker  
2206 Fort Worth National Bank Building

PARKER, HAROLD T.—Mt. Holly, N. J.  
Parker, McCay & Criscuolo  
117 Main Street

PARKER, LEO B.—Kansas City 6, Mo.  
Parker & Knipmeyer  
900 Waltower Building

PARKER, OTIS ROBERT, JR.—Fort Pierce, Fla.  
Fee, Parker & Sample  
104 South Second Street

PARNELL, ANDREW W.—Appleton, Wis.  
Circuit Court Chambers, Courthouse

PARRISH, ROBERT R.—Richmond 19, Va.  
Parrish, Butcher & Parrish  
1208 Mutual Building

PARRY, R. P.—Twin Falls, Idaho  
Parry, Keenan, Robertson & Daly  
Fidelity National Bank Bldg., Box 534

PATTERSON, J. B.—Wichita 2, Kan.  
Hershberger, Patterson & Jones  
1301 Union National Bank Building

PEACE, WILLIAM H.—Philadelphia 10, Pa.  
White, Williams and Scott  
1900 Land Title Building

PELGRIFT, DELANCEY—Hartford 6, Conn.  
Pelgrift, Dodd, Blumenfeld & Nair  
130 Capitol Avenue

PENDER, WILLIAM C.—Norfolk 19, Va.  
Pender, Coward & Boswell  
619 Western Union Building

PERRY, BENNETT H.—Henderson, N. C.  
Perry & Kittrell  
Law Building

PETERSON, ABE R.—Chicago 3, Illinois  
Eckert, Peterson and Leeming  
135 South LaSalle Street

PETERSON, HERBERT W.—Birmingham 3, Ala.  
Jackson, Rives, Pettus & Peterson  
10th Floor, Massey Building

PETRINI, JAMES—Bakersfield, Calif.  
Borton, Petrini & Conron  
Professional Building, Box 528

PFAU, WILLIAM E.—Youngstown 3, Ohio  
710-711 Union National Bank Building

PHELAN, RODERICK G.—Toronto 2, Canada  
Phelan, O'Brien, Phelan & Fitzpatrick  
705 Federal Building

PHELAN, THOMAS N., Q. C.—Toronto 2, Canada  
Phelan, O'Brien, Phelan & Fitzpatrick  
705 Federal Building

PHILLIPS, THOMAS M.—Houston 2, Texas  
Baker, Botts, Andrews & Parish  
1600 Esperson Building

PICKETT, RUSSELL N.—Trenton, Mo.  
Pickett & Pickett  
Citizens State Bank Bldg.

PICKREL, WILLIAM G.—Dayton 2, Ohio  
Pickrel, Schaeffer & Ebeling  
608-625 Gas & Electric Building

PIERCE, CLAYTON B.—Oklahoma City 2, Okla.  
Pierce, Mock & Duncan  
2401 First National Building

PIERSON, WELCOME D.—Oklahoma City 2, Okla.  
Pierson & Hentz  
2720 First National Building

PIRNIE, NELSON R.—Albany 7, N. Y.  
Ainsworth & Sullivan  
State Bank Building

PITTS, J. L.—Alexandria, La.  
Stafford & Pitts  
Guaranty Bank Building

PITTS, WILLIAM McLEAN—Selma, Ala.  
Pitts & Pitts  
1008½ Water Avenue

PLAUCHE, A. LANE—Lake Charles, La.  
Plauche and Plauche  
303 Pioneer Building

PLAUCHE, S. W., JR.—Lake Charles, Louisiana  
Plauche & Plauche  
303 Pioneer Building

PLEDGER, CHARLES E., JR.—Washington 5, D. C.  
Pledger, Edgerton & Richardson  
Washington Building

PLUMMER, ALBERT L.—Kansas City, Mo.  
General Attorney  
Casualty Reciprocal Exchange  
2801 Wyandotte Street



PLUNKETT, ROBERT E.—Detroit 26, Mich.  
Ward and Plunkett  
1824 Dime Building

POMERENE, WARNER M.—Coshocton, Ohio  
Pomerene, Burns & Milligan  
Coshocton National Bank Building

POORE, HARRY T.—Knoxville 02, Tenn.  
Poore, Cox, Baker & McAuley  
Fidelity Bankers—Trust Building  
P. O. Box 1708

POPPER, JOSEPH W.—Macon, Ga.  
Persons Building

PORTEOUS, WILLIAM A., JR.—New Orleans 12, La.  
Porteous & Johnson  
2008 American Bank Building

PORTER, FRED T.—Dallas 1, Texas  
Leachman, Matthews and Gardere  
505 Republic Bank Building

POWELL, JACK A.—Springfield, Mo.  
Mann, Mann, Walter & Powell  
810 Landers Building

POWELL, JUNIUS L.—New York 38, N. Y.  
Vice President and Director  
United States Guarantee Company  
90 John Street

POWERS, LELAND—Boston 10, Mass.  
Powers & Hall  
30 Federal Street

POWERS, SAMUEL J., JR.—Miami 32, Fla.  
Blackwell, Walker and Gray  
First Federal Building

PRICE, PAUL E.—Chicago 2, Ill.  
McKinley, Price & Appleman  
33 North LaSalle Street

PRICKETT, WILLIAM—Wilmington 7, Del.  
Equitable Building

PRIEST, MYRL F.—St. Paul 4, Minn.  
Vice-President, Anchor Casualty Company  
2700 University Avenue

PRINGLE, SAMUEL W.—Pittsburgh 19, Pa.  
Dalzell, Pringle, Bredin & Martin  
450 Fourth Avenue

PROCTOR, CHARLES W.—Worcester 8, Mass.  
Proctor & Howard  
390 Main Street

PROSSER, F. H.—Milwaukee 2, Wis.  
Shaw, Muskat and Paulsen  
773 North Broadway

PRYOR, THOMAS BRADY, JR.—Fort Smith, Ark.  
Pryor, Pryor & Dobbs  
Merchants National Bank Building

PUTNAM, CLYDE C., JR.—Des Moines, Iowa  
Putnam, Putnam & Putnam  
722 Des Moines Building

PY, JOHN R.—Sandusky, Ohio  
Flynn, Py and Kruse  
Washington Building

## Q

QUINLIVAN, RAY J.—St. Cloud, Minn.  
Atwood & Quinlivan  
Western Union Building

## R

RALEY, DONALD W.—Canton 2, Ohio  
Day, Cope, Ketterer, Raley & Wright  
1110 First National Bank Building

RALEY, JAMES H.—Pendleton, Ore.  
Raley, Kilkenny and Raley  
101 S.E. Byers Avenue

RAMEY, T. B., JR.—Tyler, Texas  
Ramey, Calhoun, Marsh & Brelsford  
Citizens National Bank Building

RANDALL, JOHN D.—Cedar Rapids, Iowa  
906 American Building

RANKIN, JAMES KING—Atlanta, Ga.  
Powell, Goldstein, Frazer & Murphy  
1130 Citizens & Southern National Bank Bldg.

RANZ, JOHN H.—Youngstown 3, Ohio  
Manchester, Bennett, Powers & Ullman  
1160 Union National Bank Building

RAUB, EDWARD B., JR.—Indianapolis 4, Ind.  
White, Raub, Craig & Forrey  
1508-13 Merchants National Bank Building

RAY, JOHN D.—Beaver, Pa.  
Reed, Ewing & Ray  
804 Turnpike Street

RAY, PAUL H.—Salt Lake City 1, Utah  
Ray, Quinney & Nebeker  
Suite 921, Kerns Building

REAGAN, FRANKLIN E.—St. Louis 1, Mo.  
Sievets, Reagan & Schwartz  
1010 Chemical Building

REAVILL, R. B.—Duluth 2, Minn.  
Reavill, Jenswold & Neimeyer  
900 Alworth Building

REDEKER, HARRY S.—Philadelphia 1, Pa.  
General Counsel, The Fidelity Mutual Life  
Insurance Company  
The Parkway at Fairmount Avenue

REDFORD, CARROLL M.—Glasgow, Ky.  
Court House

REED, FRED O.—Los Angeles 14, Calif.  
Reed & Kirtland  
621 South Spring Street, Room 600

REED, H. M.—Waterloo, Iowa  
Reed & Beers  
537 Black Building

REED, PETER—Cleveland 13, Ohio  
Arter, Hadden, Wykoff & Van Duzer  
2800 Terminal Tower

REED, WARREN G.—Boston 7, Mass.  
General Counsel  
Employers' Group Insurance Companies  
110 Milk Street

- REEDER, HERMAN W.—Columbus 16, Ohio  
Farm Bureau Mutual Automobile Insurance  
Company  
246 North High Street
- REEVES, G. L.—Tampa 1, Fla.  
Reeves, Allen & Dell  
Stovall Professional Building  
P. O. Box 2111
- REID, MAX B.—Blytheville, Ark.  
Reid & Roy  
Lynch Building
- REIF, ERNEST C.—Pittsburgh 19, Pennsylvania  
Dickie, McCamey, Chilcote, Reif & Robinson  
Suite 1310, Grant Building
- RENNELS, LAMONT N.—Dayton 2, Ohio  
404-405 American Building  
4 South Main Street
- REYNOLDS, FRANCIS V.—Providence 3, R. I.  
724 Industrial Trust Building
- REYNOLDS, HUGH E.—Indianapolis 4, Ind.  
Slaymaker, Locke & Reynolds  
750-760 Consolidated Building
- REYNOLDS, SHELDON S.—Cleveland 13, Ohio  
Arter, Hadden, Wykoff & Van Duzer  
2800 Terminal Tower
- RHODES, CHRIS L.—Tulsa 3, Okla.  
Crouch, Rhodes & Crowe  
1128 Hunt Building
- RHODES, FREDERICK ATLAS—Kansas City 10, Mo.  
Vice-President, Central Surety & Insurance  
Corporation  
P. O. Box 207
- RICE, ROBERT H.—Elyria, Ohio  
Elyria Savings Building
- RICH, ERNEST A.—Minneapolis 2, Minn.  
826 First National—Soo Line Building
- RICHARDSON, CHESTER D.—Kenosha, Wis.  
1-2 Dale Building
- RICHARDSON, FORREST E.—Portland 3, Maine  
Robinson, Richardson & Leddy  
85 Exchange Street
- RICHARDSON, JOHN E.—Glasgow, Ky.  
New Farmers National Bank Building
- RIEPE, CARL C.—Burlington, Iowa  
Hirsch, Riepe & Wright  
506-13 Tama Building
- RINGEL, HERBERT A.—Atlanta 3, Georgia  
Smith, Field, Doremus & Ringel  
505-511 Grant Building
- RIS, WILLIAM K.—Denver 2, Colo.  
Wood and Ris  
Equitable Building
- RIVERS, GEORGE L. BUIST—Charleston, S. C.  
Hagood, Rivers & Young  
28 Broad Street, Box 903
- RIVES, AL G.—Birmingham 3, Ala.  
Jackson, Rives, Pettus & Peterson  
Tenth Floor, Massey Building
- ROBB, JAMES A.—Howell, Mich.  
General Counsel,  
Citizens' Mutual Automobile Ins. Co.  
304 East Grand River Ave.
- ROBB, M. S.—Minneapolis 2, Minn.  
Robb, Robb & Van Eps  
940 Builders Exchange
- ROBBIE, JOSEPH H., JR.—Mitchell, S. D.  
305 Medical Arts Building
- ROBERTS, M. M.—Hattiesburg, Miss.  
Heidelberg & Roberts  
Citizens Bank Building
- ROBERTSON, LAWRENCE V.—Tucson, Ariz.  
Darnell, Robertson & Holesapple  
410 Valley National Building  
P. O. Box 30
- ROBINETTE, IVAN—Phoenix, Ariz.  
Gust, Rosenfeld, Divelbess, Robinette & Linton  
328 Security Building
- ROBINSON, HOWARD L.—Clarksburg, W. Va.  
Robinson & Stump  
Union Bank Building
- ROBINSON, MEMORY L.—Birmingham 3, Ala.  
Lange, Simpson, Robinson & Somerville  
1029 Frank Nelson Building
- ROCAP, JAMES E.—Indianapolis 4, Ind.  
Rocap & Rocap  
9th Floor, Inland Building  
156 East Market Street
- ROCHE, DONALD M.—Chicago 4, Ill.  
Room 1429, 166 West Jackson Blvd.
- RODERICK, GEORGE T.—Akron 8, Ohio  
Slabaugh, Guinther and Pflueger  
329 Second National Building
- RODEY, PEARCE CODDINGTON—Albuquerque, N. M.  
Rodey, Dickason, Sloan, Mims & Akin  
First National Bank Building  
P. O. Box 558
- RODMAN, JOHN C.—Washington, North Carolina  
Rodman and Rodman  
Market Street
- ROEMER, ERWIN W.—Chicago 3, Ill.  
Gardner, Carton & Douglas  
1430 First National Bank Building  
33 South Clark Street
- ROGOSKI, ALEXIS J.—Muskegon, Mich.  
Bunker & Rogoski  
Hackley Union National Bank Building
- ROLLINS, H. BEALE—Baltimore 2, Md.  
Rollins, Smalkin, Goudy & Weston  
Suite 629, Title Building
- ROMANACH, GUILLERMO DIAZ—Havana, Cuba  
Obispo No. 53, The Trust Company Bldg.
- ROSENFELD, HYMAN A.—Tuscaloosa, Alabama  
Dominick, Rosenfeld and Nicol  
513 First National Bank Building

- ROSS, JAMES H.—Oklahoma City 2, Okla.  
Ross & Earnheart  
760 First National Bank Building
- ROTCHFORD, HUGH B.—Los Angeles 13, Calif.  
Chase, Rotchford, Downen & Drukker  
411 West Fifth St., Room 910
- ROWE, ROYCE G.—Chicago 40, Ill.  
Vice-President, Lumbermens Mutual Casualty  
Company  
Mutual Insurance Building  
4750 Sheridan Road
- ROYSTER, JOHN H.—Peoria 2, Ill.  
Heyl, Royster & Voelker  
809 Central National Bank Building
- RUARK, ROBERT—Raleigh, N. C.  
Ruark & Ruark  
Suite 1008, Insurance Building
- RUCKER, TRUMAN B.—Tulsa 3, Oklahoma  
Rucker & Tabor  
608 Wright Building
- RUDOLPH, HAROLD W.—New York 38, N. Y.  
Secretary & General Counsel  
Seaboard Surety Company  
75 Maiden Lane—5th Floor
- RUNALS, CLARENCE R.—Niagara Falls, N. Y.  
Runals, Taylor & Mallam  
425-446 Gluck Building
- RUNKLE, CLARENCE B.—Los Angeles, 14, Calif.  
Crider, Runkle & Tilson  
650 South Spring Street
- RUST, ADLAI H.—Bloomington, Ill.  
Gen. Counsel, State Farm Mutual Auto Ins. Co.  
State Farm Mutual Building
- RYAN, CHARLES F.—Rutland, Vt.  
Ryan, Smith & Carbine  
Mead Building
- RYAN, FRANK J.—Utica 2, N. Y.  
110 Genesee Street
- RYAN, FRANK P.—Worcester 8, Mass.  
Ryan & Harrington  
332 Main Street
- RYAN, JAMES M.—Geneva, N. Y.  
435 Exchange Street
- RYAN, LEWIS C.—Syracuse 2, N. Y.  
Hancock, Dorr, Ryan & Shove  
Hills Building
- RYAN, STANLEY M.—Janesville, Wis.  
Dougherty, Ryan, Moss & Wickhem  
401 Jackman Building
- SADLER, W. H., JR.—Birmingham 3, Ala.  
Sadler & Sadler  
1316 Comer Building
- ST. CLAIR, ASHLEY—Boston 17, Mass.  
Assistant Vice-President, Liberty Mutual  
Insurance Company  
175 Berkeley Street
- SALINSKY, BEN E.—Sheboygan, Wis.  
Mohr Building  
709 N. 8th Street
- SALMON, DEL. B.—Schenectady 5, N. Y.  
521 State Street
- SAMPSON, RICHARD HUNT—Los Angeles 14, Calif.  
Sampson & Dryden  
210 West Seventh Street
- SANDERS, LEWIS W.—Kansas City, Mo.  
McCann & Sanders  
911 Commerce Trust Building
- SAPP, ARMISTEAD W.—Greensboro, N. C.  
Smith, Sapp, Moore & Smith  
Suite 700, Jefferson Standard Building
- SARGENT, A. H.—Cedar Rapids, Iowa  
Sargent, Spangler & Hines  
Merchants National Bank Building
- SAVAGE, LEONARD H.—Oklahoma City 2, Okla.  
Savage, Gibson, Benefield & Hart  
2701 APCO Tower
- SAWYER, HERBERT S.—Miami 8, Fla.  
Evans, Mershon, Sawyer, Johnston & Simmons  
First National Bank Building  
Box 1390
- SCALLEN, RAYMOND A.—Minneapolis 2, Minn.  
Faegre & Benson  
1260 Northwestern Bank Building
- SCHACHT, WILLIAM C.—Rochester, Minn.  
Schacht & Schacht  
100 First Avenue Building
- SCHELL, WALTER O.—Los Angeles 14, Calif.  
Schell, Delamer & Loring  
215 W. Seventh Street
- SCHISLER, J. HARRY—Baltimore 3, Md.  
Vice President and General Attorney  
Fidelity & Deposit Company of Maryland  
and American Bonding Co. of Baltimore  
609 Fidelity Building
- SCHLIPF, ALBERT C.—Springfield, Ill.  
Brown, Hay & Stephens  
714 First National Bank Building
- SCHLOTTHAUER, GEORGE MCD.—Madison 3, Wis.  
Grelle & Schlotthauer  
20 North Carroll Street
- SCHNEIDER, PHILIP J.—Cincinnati 2, Ohio  
Waite, Schindel & Bayless  
1318 Union Central Building
- SCHROEDER, EDWARD H.—Chicago 7, Ill.  
Vice-President and General Counsel  
Allstate Insurance Company  
3245 West Arthington Street
- SCHROEDER, H. J.—Stevens Point, Wis.  
Vice-President, Hardware Mutual Casualty Co.  
200 Strongs Avenue
- SCHULTZ, PETER A.—Buffalo, N. Y.  
Steele & Schultz  
1054-60 Ellicott Square
- SCHWARTZ, WILBUR C.—St. Louis 1, Mo.  
722 Chestnut Street

## S

- SCOTT, JOHN W.—Joplin, Mo.  
Scott & Scott  
Suite 512-516, Joplin National Bank Bldg.
- SCOTT, PAUL R.—Miami 6, Fla.  
Loftin, Anderson, Scott, McCarthy & Preston  
Box 1069, M. O.
- SCULLY, RAYMOND J.—New York 38, N. Y.  
Galli & Locker  
80 John Street
- SEARL, WILLIAM C.—Lansing 3, Mich.  
Secretary and General Counsel,  
Auto-Owners Insurance Company  
615 North Capitol Avenue, Box 660
- SEARS, BARNABAS F.—Aurora, Ill.  
Sears & Streit  
Old Second National Bank Building
- SEARS, BURTON P.—Evanston, Ill.  
Associate General Counsel  
Washington National Insurance Co.  
1630 Chicago Avenue
- SEBASTIAN, ARTHUR M.—Columbus 15, Ohio  
Benoy & Sebastian  
50 W. Broad Street
- SEDCWICK, WALLACE E.—San Francisco 4, Calif.  
Keith, Creede & Sedgwick  
1217 Mills Tower  
220 Bush Street
- SEILER, ROBERT E.—Joplin, Mo.  
Seiler, Blanchard & VanFleet  
Joplin National Bank Building
- SELLERS, CHARLES W.—Cleveland 14, Ohio  
Thompson, Hine & Flory  
1122 National City Bank Building
- SEMPLE, HAROLD R.—Providence 3, R. I.  
209 Turks Head Building
- SESSIONS, CICERO C.—New Orleans 12, La.  
Montgomery, Barnett, Brown & Sessions  
1103-6 Maritime Building
- SEWELL, BEN G.—Houston 2, Texas  
McGregor & Sewell  
2331 Gulf Building
- SEXTON, JOHN J.—St. Paul 1, Minn.  
Sexton, Tyrrell & Jardine  
534 Minnesota Building
- SHACKELFORD, GEORGE S., JR.—Roanoke 3, Va.  
Hazelgrove, Shackelford & Carr  
1109 Colonial-National Bank Bldg., Box 565
- SHACKLEFORD, R. W.—Tampa 2, Fla.  
Shackelford, Farrior, Shannon & Stallings  
700 Tampa Theatre Building
- SHAFFER, HERBERT—Cincinnati 2, Ohio  
Waite, Schindel & Bayless  
1318 Union Central Life Building
- SHANDS, DUGAS—Jackson, Mississippi  
c/o State Tax Commission, Legal Department  
Box 960
- SHANNON, GEORGE T.—Tampa 2, Fla.  
Shackelford, Farrior, Shannon & Stallings  
700 Tampa Theatre Building
- SHAPIRO, JOSEPH G.—Bridgeport 3, Conn.  
945 Main Street
- SHAYLOR, CLYDE L.—Ashtabula, Ohio  
National Bank Building
- SHEPPARD, JAMES C.—Los Angeles 13, Calif.  
Sheppard, Mullin, Richter & Balthis  
458 South Spring Street
- SHERAN, ROBERT J.—Mankato, Minn.  
Gallagher, Farrish & Sheran  
209-211 National Citizens Bank Building
- SHEREFF, JAY—New York, N. Y.  
325 East 79th Street
- SHERIDAN, BERNARD L.—Paola, Kan.  
Sheridan & Bishop  
Whitaker Building
- SHERWOOD, HERBERT M.—Providence 3, R. I.  
Sherwood & Clifford  
1003 Turks Head Building
- SHIELDS, DAN B.—Salt Lake City 1, Utah  
419 Judge Building
- SHIPMAN, F. L.—Troy, Ohio  
Shipman & Shipman  
12 South Plum Street
- SHIRLEY, PRESTON—Galveston, Texas  
Wigley, McLeod, Mills & Shirley  
801 Union Station Building
- SHOHL, WALTER M.—Cincinnati 2, Ohio  
Dinsmore, Shohl, Sawyer & Dinsmore  
1218-1225 Union Central Building
- SHORT, CHARLES F., JR.—Chicago 2, Ill.  
Brundage & Short  
111 W. Washington St.
- SHUGHART, HENRY M.—Kansas City 6, Mo.  
Shughart & Thomson  
Commerce Building
- SHULL, DELOSS P.—Sioux City 9, Iowa  
Shull & Marshall  
1109 Badgerow Building
- SHUMATE, WILLIAM L.—New York 38, N. Y.  
Zurich General Accident and Liability Insurance Company, Ltd.  
123 William Street
- SHUTTLEWORTH, V. C.—Cedar Rapids, Iowa  
Elliott, Shuttleworth & Ingersoll  
1120 Merchants National Bank Building
- SIMPSON, JAMES A.—Birmingham 3, Ala.  
Lange, Simpson, Robinson & Somerville  
1029 Frank Nelson Building
- SINNETT, THOMAS P.—Rock Island, Ill.  
Sinnott & Britton  
State Bank Building
- SKOGSTAD, NORMAN C.—Milwaukee 2, Wis.  
Quarles, Spence and Quarles  
828 North Broadway
- SKUTT, V. J.—Omaha 3, Nebraska  
Home Office Counsel  
Mutual Benefit Health & Accident Association  
3316 Farnam Street

- SLATON, JOHN M.—Atlanta 3, Ga.  
1009 Atlanta Federal Savings Building
- SLAVEN, LANT R.—Williamson, W. Va.  
National Bank of Commerce Bldg.
- SMALLWOOD, JOHN M.—Russellville, Ark.  
Bank of Russellville Building
- SMALLWOOD, ROBERT L., JR.—Oxford, Miss.
- SMITH, ALEXANDER W.—Atlanta 3, Ga.  
Smith, Field, Doremus & Ringel  
509 Grant Building
- SMITH, CHARLES F.—Wausau, Wis.  
Smith, Okoneski, Puchner & Tinkham  
Thorp Finance Building  
427 Fourth Street
- SMITH, CHASE M.—Chicago 40, Ill.  
General Counsel, Lumbermens Mutual  
Casualty Company  
Mutual Insurance Building  
4750 Sheridan Road
- SMITH, CLATER W.—Baltimore 2, Md.  
Clark, Thomsen & Smith  
10 Light Street
- SMITH, CULVER—West Palm Beach, Florida  
Earnest, Lewis, Smith & Jones  
708 Guaranty Building
- SMITH, E. B.—Boise, Idaho  
Idaho Building
- SMITH, FORREST S.—Jersey City 2, N. J.  
Smith, James & Mathias  
1 Exchange Place
- SMITH, FORREST STUART—Richmond 16, Virginia  
General Claims Counsel  
American Fidelity & Casualty Company  
710 Insurance Building
- SMITH, H. L.—Tulsa 3, Okla.  
Smith & Rogers  
405 Oil Capital Building  
507 South Main Street
- SMITH, JAMES T.—Midland, Texas  
Turpin, Kerr & Smith  
Box 913, First National Bank Building
- SMITH, JULIUS C.—Greensboro, N. C.  
Gen. Counsel, Jefferson Standard Life Ins. Co.  
Smith, Sapp, Moore & Smith  
Suite 700, Jefferson Standard Building
- SMITH, P. EUGENE—Dayton 2, Ohio  
Marshall & Smith  
820 Reibold Building
- SMITH, ROGER H.—Toledo 4, Ohio  
Effler, Eastman, Stichter & Smith  
240 Huron Street
- SMITH, SYLVESTER C., JR.—Newark 2, N. J.  
General Counsel, The Prudential  
Insurance Company of America  
763 Broad Street
- SMITH, WILLIAM P.—Chicago 4, Ill.  
Continental Casualty Co.  
310 South Michigan Ave.
- SMITH, WILLIS—Raleigh, N. C.  
Smith, Leach & Anderson  
Security Bank Building
- SMITHSON, SPURGEON L.—Kansas City 6, Mo.  
Smithson & Stubbs  
1000 Rialto Building
- SNATTINGER, IRWIN—Topeka, Kan.  
National Bank of Topeka Building
- SNODGRASS, PHILIP N.—Madison 3, Wis.  
Secretary & General Counsel, General Casualty  
Company  
117 East Wilson Street
- SNOW, C. B.—Jackson, Miss.  
Butler, Snow & O'Mara  
1301 Deposit Guaranty Bank Building  
P. O. Box 141
- SNOW, EDWARD L.—Meridian, Miss.  
Snow & Covington  
Threefoot Building, P. O. Box 786
- SNOW, GORDON H.—Los Angeles 5, Calif.  
Vice-President and General Counsel  
Pacific Indemnity Company  
3450 Wilshire Boulevard
- SNYDER, GERALD C.—Waukegan, Ill.  
Snyder, Clarke & Dalziel  
Suite 410, 210 Washington Street
- SNYDER, HENRY L.—Allentown, Pa.  
Snyder, Wert & Wilcox  
Suite 619, Commonwealth Building
- SPAIN, FRANK E.—Birmingham 3, Ala.  
Spain, Gillon, Grooms & Young  
408 First National Building
- SPENCE, GEORGE M.—Johnstown, Pa.  
Spence, Custer, Saylor & Wolfe  
906 Johnstown Bank & Trust Building
- SPRAY, JOSEPH A.—Los Angeles 17, Calif.  
Spray, Gould & Bowers  
1671 Wilshire Boulevard
- SPRINKLE, PAUL C.—Kansas City 6, Mo.  
Sprinkle, Knowles & Carter  
515 Lathrop Building
- SPROWLS, JOHN S.—Superior, Wisconsin  
Powell & Sprowls  
First National Bank Building
- STANLEY, ARTHUR J., JR.—Kansas City 11, Kansas  
Stanley, Stanley, Schroeder,  
Weeks & Thomas  
518 Brotherhood Building
- STANT, DONALD T.—Bristol, Va.-Tenn.  
Stant & Roberts  
Reynolds Arcade Building
- STARRETT, HOWARD H.—Buffalo 2, N. Y.  
Adams, Smith, Brown & Starrett  
705 Walbridge Building
- STATHERS, WILLIAM G.—Clarksburg, W. Va.  
Stathers & Cantrall  
Goff Building
- STECHE, JOSEPH D.—Toledo 4, Ohio  
Yager & Stecher  
603 Toledo Trust Building



- STEER, GEORGE H., Q. C.—Edmonton, Alberta, Canada  
Milner, Steer, Dyde, Poirier, Martland & Layton  
2nd Floor, Royal Bank Chambers
- STEWENS, OSCAR A.—Youngstown 3, Ohio  
1102 Mahoning Bank Building
- STEWART, DON W.—Lincoln 8, Neb.  
Stewart & Stewart  
1412 Sharp Building
- STEWART, EDGAR A.—Selma, Ala.  
Pettus, Fuller, Reeves & Stewart  
P. O. Box 475  
Selma National Bank Building
- STEWART, JOHN W.—Lincoln 8, Neb.  
Stewart & Stewart  
1412 Sharp Building
- STEWART, JOSEPH R.—Kansas City 10, Mo.  
Associate General Counsel  
Kansas City Life Insurance Co.  
3520 Broadway
- STICHTER, WAYNE E.—Toledo 4, Ohio  
Effler, Eastman, Stichter & Smith  
240 Huron Street
- STICKEL, FRED G., JR.—Newark 2, N. J.  
Stickel & Stickel  
Raymond Commerce Building
- STINER, L. R.—Hastings, Nebr.  
Stiner & Boslaugh  
Clarke Building
- STIPP, JOHN E.—Chicago 4, Ill.  
General Claims Attorney  
Continental Casualty Co.  
310 South Michigan Ave.
- STOCKWELL, OLIVER P.—Lake Charles, Louisiana  
Plauche & Stockwell  
Calcasieu Savings & Loan Association Building  
P. O. Box 915
- STONE, AYTCHMONDE P., JR.—Springfield 4, Mo.  
Stone & Smith  
Box 1053, Southside Station
- STOREY, DOUGLASS D.—Harrisburg, Pa.  
Storey & Bailey  
16 North Market Square
- STOUDT, JAMES W.—Reading, Pa.  
Body, Muth, Rhoda & Stoudt  
541 Court Street
- STRASBURGER, HENRY W.—Dallas 1, Texas  
Strasburger, Price, Kelton, Miller & Martin  
300 Gulf States Building
- STRATTON, HUBERT C.—Syracuse 2, N. Y.  
Bond, Schoeneck & King  
1400 State Tower Building
- STRITE, EDWIN D.—Chambersburg, Pa.  
306 Chambersburg Trust Company Bldg.
- STUBBS, TOM J.—Kansas City 6, Mo.  
Stubbs, McKenzie, Williams & Merrick  
724 Rialto Building
- SULLIVAN, BRUCE R.—Albany 7, New York  
Ainsworth & Sullivan  
75 State Street
- SULLIVAN, CHARLES B.—Albany 7, N. Y.  
Ainsworth & Sullivan  
75 State Street
- SULLIVAN, GEORGE S.—Syracuse 2, N. Y.  
MacKenzie, Smith & Mitchell  
821 O. C. S. B. Building
- SULLIVAN, THOMAS W.—Rochester 14, N. Y.  
Brown, Zurett and Sullivan  
1020 Reynolds Arcade
- SUTHERLAND, ROBERT J.—Madison 3, Wis.  
Schubring, Ryan, Peterson & Sutherland  
The Power & Light Building
- SUTTON, JOHN F., JR.—San Angelo, Texas  
Sutton, Holdridge & Sutton  
707-9 McBurnett Building
- SWAINSON, CLARENCE A.—Cheyenne, Wyo.  
500 Hynds Building
- SWANSON, ALVIN W.—Minneapolis 2, Minn.  
Durham & Swanson  
1440 Northwestern Bank Building
- SWANSTROM, GERALD M.—Milwaukee 2, Wis.  
General, Counsel, The Northwestern Mutual  
Life Insurance Company  
720 East Wisconsin Avenue
- SWARTZ, C. DONALD—Philadelphia 7, Pa.  
Swartz, Campbell & Henry  
1724 Lincoln-Liberty Building
- SWEANY, GORDON H.—Seattle 5, Wash.  
General Counsel  
General America Group  
4347 Brooklyn Avenue
- SWEET, WILLIAM P.—Kansas City, Mo.  
Vice-President  
Western Casualty & Surety Co.  
916 Walnut St. Bldg., 3rd Floor
- SWETZER, J. MEARL—Wausau, Wis.  
Gen. Counsel, Employers Mut. Liab. Ins. Co.  
407 Grant Street
- SWISHER, B. F.—Waterloo, Iowa  
Swisher, Cohrt & Swisher  
502 Waterloo Building
- SYMONS, NOEL S.—Buffalo 2, N. Y.  
Brown, Kelly, Turner & Symons  
440 M. & T. Building

## T

- TAYLOR, EDWARD I.—Hartford 15, Conn.  
Vice-President  
The Aetna Insurance Group  
670 Main Street
- TAYLOR, LOWELL W.—Memphis 3, Tenn.  
Commerce Title Building

- TAYLOR, PAUL REED—Penn Yan, N. Y.  
116 Main Street
- TEALE, ALTON W.—Suffern, New York  
Kennedy, Teale and Kennedy  
31 Park Avenue
- TEMPLE, JOHN JAY—Detroit 26, Mich.  
Temple, Brown, Temple & Williams  
1749 Penobscot Building
- TEN EYCK, BARENT—New York 38, N. Y.  
Nash, Ten Eyck, Maximov & Freehill  
84 William Street
- TERWILLIGER, HERBERT—Wausau, Wis.  
Genrich & Terwilliger  
Security Building  
403 Fourth Street
- THEUS, EDWIN K.—Monroe, La.  
Theus, Grisham, Davis and Leigh  
P. O. Box 113
- THOMAS, ADELBERT W.—Cleveland 14, Ohio  
Boer, Mierke, Thomas, McClelland & Handy  
1530 Williamson Building
- THOMAS, EARL T.—Jackson 5, Miss.  
Wells, Thomas & Wells  
900 Lamar Life Building
- THOMAS, HENRY R.—Los Angeles 13, Calif.  
Trippet, Newcomer, Yoakum & Thomas  
458 South Spring Street
- THOMAS, JOHN W., JR.—Columbia 1, S. C.  
Thomas & Lumpkin  
1408 Hampton Street
- THOMPSON, GROVER C.—Lexington 3, Ky.  
1510 First National Bank & Trust Co. Bldg.
- THOMPSON, KENNETH R.—New York 5, N. Y.  
Mendes and Mount  
27 William Street
- THOMPSON, WILL C.—Dallas 1, Texas  
Thompson and Coe  
1410 Mercantile Securities Bldg.
- THOMSEN, ROSZEL C.—Baltimore 2, Md.  
Clark, Thomsen & Smith  
10 Light Street
- THOMSON, HARRY P., JR.—Kansas City 6, Mo.  
Shugart and Thomson  
410 Commerce Building
- THORNBURY, P. L.—Columbus 16, Ohio  
Assistant General Counsel, Farm Bureau  
Mutual Automobile Insurance Company  
246 North High Street
- THUMA, MICHAEL J.—Chicago 3, Ill.  
Vogel & Bunge  
105 South LaSalle Street
- TILSON, ELBER H.—Los Angeles 14, California  
Crider, Runkle and Tilson  
650 South Spring Street
- TINKHAM, RICHARD P.—Hammond, Ind.  
Tinkham & Tinkham  
708 Calumet Building
- TOEBAAS, OSCAR T.—Madison 3, Wis.  
Toebaas, Hart, Kraege & Jackman  
Board of Commerce Building  
111 South Hamilton Street
- TOLBERT, RAYMOND A.—Oklahoma City 2, Okla.  
Embry, Johnson, Crowe, Tolbert & Boxley  
640 First National Building
- TOLER, JOHN L.—New Orleans 12, La.  
Chaffe, McCall, Toler & Phillips  
724 Whitney Building
- TOMPKINS, OSCAR L.—Dothan, Ala.  
Newberry Building
- TOPPING, PRICE H.—New York 3, N. Y.  
Associate General Counsel  
Guardian Life Ins. Co. of America  
50 Union Square
- TOUCHSTONE, LUCIAN—Dallas 1, Texas  
1102 Magnolia Building
- TOUCHSTONE, O. O.—Dallas 1, Texas  
305 Southland Life Building
- TOWERS, C. D.—Jacksonville 2, Fla.  
Rogers, Towers & Bailey  
508 Consolidated Building
- TOWNSEND, MARK, JR.—Jersey City 6, N. J.  
Townsend & Doyle  
921 Bergen Avenue
- TRAVIS, CECIL F.—Jackson 107, Miss.  
Lotterhos, Travis & Dunn  
1019 Standard Life Building
- TRAYNOR, MACK V.—Devils Lake, N. D.  
Traynor & Traynor  
8-9-10-11 Mann Building
- TRESSLER, DAVID L.—Chicago 11, Ill.  
Counsel, American Mutual Reinsurance Co.  
919 North Michigan Avenue
- TRIBOU, WILLIAM H.—Hartford 15, Conn.  
Secretary, Law Department  
Aetna Insurance Group  
670 Main Street
- TROWBRIDGE, FREDERICK N.—Green Bay, Wisconsin  
Bie, Welsh, Trowbridge and Wilmer  
509 Bellin Building
- TSCHUDI, HAROLD—Baltimore 2, Md.  
Semmes, Bowen & Semmes  
Baltimore Trust Building  
10 Light Street
- TUBB, THOMAS JEFFERSON—West Point, Miss.  
18 Court Street
- TUCKER, JOHN GRAHAM—Beaumont, Texas  
Orgain, Bell & Tucker  
First Federal Savings Bldg.
- TUCKER, R. CARTER—Kansas City 6, Mo.  
Tucker, Murphy, Wilson & Siddens  
831 Scarritt Building
- TUCKER, WARREN C.—Utica, N. Y.  
Tucker & Bisselle  
P. O. Drawer 530
- TURNER, MARK N.—Buffalo 2, N. Y.  
Brown, Kelly, Turner & Symons  
440 M. & T. Building
- TURPIN, ROBERT M.—Midland, Texas  
Turpin, Kett & Smith  
First National Bank Building  
P. O. Box 913

TYLER, MORRIS—New Haven 9, Conn.  
Gumbart, Corbin, Tyler & Cooper  
205 Church Street

## U

UGHETTA, CASPER B.—New York 38, N. Y.  
90 John Street

ULMAN, JOHN M.—Akron 8, Ohio  
Wise, Roetzel, Maxon, Kelly & Andress  
1110 First National Tower

ULRICH, LESLIE R.—Cleveland 14, Ohio  
Garfield, Baldwin, Jamison, Hope & Ulrich  
1425 National City Bank Bldg.

UNDERWOOD, J. TOLL—Houston 2, Texas  
Morris, Underwood and Oldham  
901 Second National Bank Building

UPSON, J. WARREN—Waterbury 89, Conn.  
Lewis, Hart, Upson & Secor  
111 W. Main Street

UZZELL, T. A., JR.—Asheville 2, N. C.  
Uzzell & DuMont  
P. O. Box 7526, Court House Station

## V

VANALSBERG, DONALD J.—Detroit 26, Mich.  
Detroit Automobile Inter-Ins. Exchange  
400 United Artists Building

VAN CLEAVE, THOMAS M.—Kansas City 12, Kan.  
McAnant, Van Cleave & Phillips  
604 Commercial National Bank Building

VANDUZER, ASHLEY M.—Cleveland 13, Ohio  
Arter, Hadden, Wykoff & Van Duzer  
2800 Terminal Tower

VAN DYKE, JAMES W.—Paris, Tenn.  
Van Dyke & Dunlap  
Commercial Bank Building

VAN ORMAN, FRANCIS—Newark 1, N. J.  
Vice-President  
The American Insurance Company

VAN ORMAN, WAYNE—New York 5, N. Y.  
55 Liberty Street

VARNUM, LAURENT K.—Grand Rapids 2, Mich.  
Varnum, Riddering, Wierengo & Christenson  
1000 Michigan Trust Building

VAUGHAN, VANCE V.—Brentwood, Md.  
Vaughan, Couch & Blackwell  
3910 Rhode Island Ave.

VEATCH, WAYNE—Los Angeles 13, Calif.  
Trippett, Newcomer, Yoakum & Thomas  
458 South Spring Street

VIERING, RUSSELL W.—Hartford 15, Connecticut  
The Phoenix Insurance Company  
61 Woodland Street

VOGEL, LESLIE H.—Chicago 3, Ill.  
Vogel & Bunge  
105 South LaSalle Street

VOGEL, PHILIP B.—Fargo, North Dakota  
Wattam, Vogel, Vogel and Bright  
20½ Broadway

VOGEL, ROBERT C.—Chicago 3, Ill.  
Vogel & Bunge  
105 South LaSalle Street

VOGELGESANG, GLENN W.—Canton 2, Ohio  
Burt, Catson, Lynch & Vogelgesang  
600 First National Bank Building

## W

WAECHTER, ARTHUR J., JR.—New Orleans 12, La.  
Jones, Walker & Waechter  
847 National Bank of Commerce Bldg.

WAGNER, PAUL—East St. Louis, Ill.  
Baker, Kagy & Wagner  
234 Collinsville Avenue

WAGNER, RICHARD C.—New York 38, N. Y.  
Manager, Casualty Department  
Association of Casualty & Surety Companies  
60 John Street

WAKEFIELD, CLAUDE E.—Seattle 4, Wash.  
Bogle, Bogle & Gates  
6th Floor, Central Building

WALBURG, HARRY E.—Newark 2, N. J.  
Cox and Walburg  
Raymond-Commerce Building  
11 Commerce Street

WALKER, HENRY B.—Evansville 16, Ind.  
Walker & Walker  
406 Old National Bank Building

WALKER, HENRY B., JR.—Evansville 16, Ind.  
Walker & Walker  
406 Old National Bank Building

WALKER, HOWARD C.—Akron 8, Ohio  
Walker, Alpeter, Reed & Diefenbach  
1106 Second National Building

WALKER, WILLIAM M.—Rock Island, Ill.  
Connelly & Walker  
First National Bank Building

WALLER, T. S.—Paducah, Ky.  
Waller, Threlkeld & Whitlow  
501-06 Citizens Savings Bank Bldg.

WALTER, C. WALLACE—Springfield, Mo.  
Mann, Mann, Walter & Powell  
810 Landers Building

WALTON, MILLER—Miami 32, Fla.  
Walton, Hubbard, Schroeder, Lantaff & Atkins  
913 Alfred I. Du Pont Building

WALTZ, HAROLD ADDISON—Akron 8, Ohio  
Waltz & Olds  
912-3-4 Second National Building

WARD, D. L.—New Bern, N. C.  
Mohn Building

WARDLE, FREDERICK C.—Detroit 26, Mich.  
Claims Attorney,  
American Associated Insurance Companies  
1100 Guardian Building

- WARNER, MILO J.—Toledo 4, Ohio  
Doyle, Lewis & Warner  
904 Nicholas Building
- WARREN, THEODORE E.—Ashtabula, Ohio  
Peoples Savings & Loan Company Building
- WASSELL, THOMAS W.—Dallas 1, Texas  
Texas Employers' Insurance Association  
1015 Employers' Insurance Bldg.
- WATKINS, THOMAS G.—Nashville 3, Tenn.  
Watkins & McCall  
Suite 725, Stahlman Building
- WATKINS, THOMAS H.—Jackson 105, Miss.  
Watkins & Eager  
P. O. Box 650
- WATKINS, WILLIAM H.—Jackson 105, Miss.  
Watkins & Eager  
P. O. Box 650
- WATROUS, CHARLES A.—New Haven 7, Conn.  
205 Church Street  
P. O. Box 1656
- WATTERS, THOMAS, JR.—New York 38, N. Y.  
Watters & Donovan  
161 William Street
- WATTS, OLIN E.—Jacksonville 2, Fla.  
Jennings, Watts, Clarke & Hamilton  
814 Barnett National Bank Building
- WAY, ALEXANDER B., JR.—Boston 9, Mass.  
Cryan & Way  
33 Broad Street
- WEBB, D. C.—Knoxville 2, Tenn.  
Green, Webb & McCampbell  
803 Burwell Building
- WEBB, ROBERT L.—Topeka, Kan.  
McClure, Webb & Oman  
708 National Bank of Topeka Building
- WEBER, JOHN A.—Medina, Ohio
- WEBSTER, LUTHER IRA—Rochester 4, N. Y.  
Lamb, Webster & Jordan  
714 Union Trust Building
- WEECH, C. SEWELL—Baltimore 3, Md.  
Attorney and Vice President,  
New Amsterdam Casualty Company  
227 St. Paul Street
- WEEKS, THOMAS N.—Waterville, Maine  
Perkins, Weeks & Hutchins  
Depositors Trust Building
- WEH, ROBERT M.—Cleveland 13, Ohio  
Burgess, Fulton & Fullmer  
1250 Terminal Tower
- WEICHEL, GEORGE M.—Chicago 3, Illinois  
Lord, Bissell & Kadyk  
135 So. La Salle Street
- WEIGAND, LAWRENCE—Wichita 2, Kan.  
Depew, Stanley, Weigand, Hook & Curfman  
Suite 830, First National Bank Building
- WELCH, THOMAS J.—Kewanee, Ill.  
Welch & Welch  
Kirley Building
- WELCH, W. S.—Laurel, Miss.  
Welch & Welch  
First National Bank Bldg., Box 817
- WELLER, H. GAYLE—Denver 2, Colo.  
Bannister, Weller & Friedrich  
804 Equitable Building
- WELLS, ERSKINE W.—Jackson 5, Miss.  
Wells, Thomas & Wells  
900 Lamar Life Building
- WELLS, MAXWELL W.—Orlando, Fla.  
Maguire, Voorhis & Wells  
P. O. Box 633
- WELLS, TROWARD G.—Philadelphia 3, Pa.  
Counsel, Manufacturers Casualty Insurance Co.  
1617 Pennsylvania Boulevard
- WELLS, W. CALVIN III—Jackson 5, Miss.  
Wells, Thomas & Wells  
900 Lamar Life Building
- WERNER, VICTOR D.—New York 6, N. Y.  
Room 1103-19 Rector Street
- WESLEY, GEORGE B.—New York 3, N. Y.  
Phoenix-London Group  
55 Fifth Avenue
- WESTON, S. BURNS—Cleveland 13, Ohio  
McConnell, Blackmore, Cory & Burke  
2500 Terminal Tower
- WEYL, KENNETH C.—Duluth 2, Minn.  
Lewis, Hammer, Heaney, Weyl and Halverson  
700 Providence Building
- WHALEY, THOMAS B.—Columbia 7, S. C.  
Whaley & McCutchen  
703 Barringer Building
- WHALEY, VILAS H.—Racine, Wis.  
408-411 Badger Building
- WHITAKER, R. A.—Kinston, N. C.  
Whitaker & Jeffress  
First-Citizens Bank Building  
Box 281
- WHITE, ANDREW J., JR.—Columbus 15, Ohio  
Knepper, White & Dempsey  
22 West Gay Street
- WHITE, HARVEY E.—Norfolk 10, Va.  
White, Ryan & Holland  
Citizens Bank Building
- WHITE, J. OLIN—Nashville 3, Tenn.  
Manier, Crouch, Manier & White  
216 Union Street
- WHITE, JACOB S.—Indianapolis 4, Ind.  
White, Raub, Craig & Forrey  
1508-13 Merchants National Bank Building
- WHITE, LOWELL—Denver 2, Colo.  
550 Equitable Building
- WHITE, MORRIS E.—Tampa 2, Fla.  
Fowler, White, Gillen, Vancey & Humkey  
Citizens Building

- WHITE, THOMAS E.—New York 38, N. Y.  
Vice-President, Fidelity & Deposit Company of  
Maryland  
140 William Street
- WHITE, THOMAS RAEBURN, JR.—Philadelphia 10, Pa.  
White, Williams & Scott  
1900 Land Title Building
- WHITE, W. H.—Gulfport, Miss.  
White & White  
Abstract Building
- WHITEHOUSE, BROOKS—Portland, Maine  
Verrill, Dana, Walker, Philbrick & Whitehouse  
First National Bank Building
- WHITFIELD, ALLEN—Des Moines 9, Iowa  
Whitfield, Musgrave, Selvy, Fillmore & Kelly  
616 Insurance Exchange Building
- WHITING, CHARLES H.—Rapid City, S. D.  
Whiting, Wilson & Lynn  
Room 207, Rapid City National Bank Bldg.
- WICKER, JOHN J., JR.—Richmond 19, Va.  
Wicker, Baker & Shuford  
501-2 Mutual Building
- WICKERSHAM, F. BREWSTER—Harrisburg, Pa.  
Metzger & Wickersham  
501 Keystone Building  
22 S. 3rd Street
- WICKHAM, ARTHUR—Milwaukee 2, Wis.  
Quarles, Spence & Quarles  
828 North Broadway
- WICKHAM, WILLIAM A.—Detroit 32, Mich.  
Assistant Counsel, Standard Accident Insurance  
Company  
640 Temple Avenue
- WILBERT, PAUL L.—Pittsburg, Kansas  
Keller, Burnett & Wilbert  
204 National Bank Building
- WILBOURN, JAMES COX—Meridian, Miss.  
Wilbourn, Wilbourn & Lord  
Citizens National Bank Building
- WILCOX, MARSHALL E.—Columbus 8, Ohio  
General Counsel, State Auto Mutual Ins. Co.  
518 East Broad Street
- WILES, ARTHUR W.—Columbus 15, Ohio  
Wiles & Doucher  
Huntington Bank Building
- WILEY, JOHN F.—Washington, Pa.  
Marriner, Wiley & Marriner  
Washington Trust Building
- WILKEN, RODNEY F.—Chicago 4, Illinois  
General Claims Attorney  
Continental Casualty Company  
310 South Michigan Avenue
- WILLARD, RALPH H.—Boston 9, Mass.  
Willard, Petersen, Goodspeed & Cameron  
100 Milk Street
- WILLIAMS, CLAUDE—Dallas 1, Texas  
Handley & Williams  
426 Reserve Loan Life Building
- WILLIAMS, HAROLD L.—Medina, Ohio  
Public Square
- WILLIAMS, IRA J.—Philadelphia 10, Pa.  
White, Williams & Scott  
1900 Land Title Building
- WILLIAMS, LEIGH D.—Norfolk 10, Va.  
Williams, Cocke & Tunstall  
322 Citizens Bank Building
- WILLIAMS, MARVIN, JR.—Birmingham 3, Ala.  
Davies & Williams  
508-13 Watts Building
- WILLIAMS, REGINALD L.—Miami 32, Fla.  
Dixon, DeJarnette & Bradford  
908 First National Bank Building
- WILLIAMS, ROBERT R.—Asheville, N. C.  
Williams & Williams  
P. O. Box 7295, Court House Station
- WILLIAMS, ROBERT R., JR.—Asheville, N. C.  
Williams & Williams  
P. O. Box 7295, Court House Station
- WILMER, G. W. A.—Middletown, Ohio  
Savings & Loan Building
- WILSON, MAURICE J.—Baton Rouge, La.  
Breazeale, Sachse & Wilson  
300 Leach Building—P. O. Box 166
- WILSON, R. A.—Amarillo, Texas  
Underwood, Wilson, Sutton, Heare & Boyce  
707 Amarillo Building  
P. O. Box 550
- WINDOLPH, F. LYMAN—Lancaster, Pa.  
121 East King Street
- WINKLER, JOHN H.—Columbus 16, Ohio  
Staff Attorney  
Farm Bureau Mutual Automobile Ins. Co.  
246 N. High Street
- WINSLOW, FRANCIS E.—Rocky Mount, N. C.  
Battle, Winslow, Merrell & Taylor  
Box 269
- WISE, CHESTER G.—Akron 8, Ohio  
Wise, Roetzel, Maxon, Kelly & Andress  
1110 First National Tower
- WISECARVER, R. P.—San Francisco 4, Calif.  
315 Montgomery Street
- WITHERSPOON, GIBSON B.—Meridian, Miss.  
Witherspoon & Bourdeaux  
Citizens National Bank Building
- WOOD, A. C.—Houston 2, Texas  
Wood, Gresham, McCorquodale & Martin  
1801 Commerce Building
- WOOD, BORDEN—Portland 5, Ore.  
King, Wood, Miller, Anderson & Nash  
926 American Bank Building
- WOOD, EDWARD L.—Denver 2, Colo.  
Wood & Ris  
200 Equitable Building
- WOODIN, GLENN W.—Dunkirk, N. Y.  
Woodin & Woodin  
Lester Building
- WOODS, M. T.—Sioux Falls, S. D.  
Bailey, Voorhees, Woods & Fuller  
200 Bailey-Glidden Building



WOODWARD, ERNEST—Louisville 2, Ky.  
Woodward, Hobson & Fulton  
1805-26 Kentucky Home Life Building

WOODWARD, FIELDEN—Louisville 2, Ky.  
Woodward, Hobson & Fulton  
1805-26 Kentucky Home Life Building

WOOLSEY, CLARENCE O.—Springfield, Mo.  
Allen & Woolsey  
Box 1212  
S. S. Station

WORRELL, LEE A.—Providence 3, R. I.  
Wortell and Hodge  
608 Turks Head Building

WORTHINGTON, W. FRANK—San Francisco 4, Calif.  
Worthington, Park and Worthington  
435 Russ Building

WRIGHT, CLIVE L.—Jamestown, N. Y.  
General Counsel  
Jamestown Mutual Insurance Co.  
Fenton Building

WRIGHT, CLYDE H.—Canton 2, Ohio  
Day, Cope, Ketterer, Raley & Wright  
1110 First National Bank Building

WRIGHT, EDWARD L.—Little Rock, Ark.  
Wright, Harrison, Lindsey & Upton  
1025 Pyramid Building, Box 1260

WRIGHT, ISAAC C.—Wilmington, N. C.  
Murchison Building, Box 208

WYMAN, LOUIS ELIOT—Manchester, N. H.  
Wyman, Starr, Booth, Wadleigh & Langdell  
45 Market Street.

## Y

YANCEY, BENJAMIN W.—New Orleans 12, La.  
Terriberry, Young, Rault & Carroll  
Whitney Bank Building

YANCEY, GEORGE W.—Birmingham 3, Ala.  
London & Yancey  
Eleventh Floor, Comer Building

YANCEY, HERVEY—Tampa 2, Fla.  
Fowler, White, Gillen, Yancey & Humkey  
1002 Citizens Building

YATES, TOM L.—Chicago 3, Ill.  
Seago, Pipin, Bradley and Vetter  
135 South LaSalle St.

YEGGE, RONALD V.—Denver 2, Colo.  
January & Yegge  
604 Equitable Building

YONT, LAURENCE DICKSON—Boston 16, Mass.  
Yont & Yont  
Park Square Building

YOUNG, CLYDE L.—Bismarck, N. D.  
Provident Life Building  
Lock Drawer 269

YOUNG, FRANK M.—Birmingham 3, Ala.  
Spain, Gillon, Grooms & Young  
408 First National Building

YOUNG, RAYMOND G.—Omaha 2, Neb.  
Young & Williams  
624 Omaha National Bank Building

YOUNG, ROBERT F.—Dayton 2, Ohio  
Harshman, Young, Colvin & Alexander  
1201 Third National Building

## Z

ZARLENGO, ALBERT E.—Denver 2, Colo.  
McComb & Zarlengo  
Suite 1020, First National Bank Building

ZELT, WRAY G., JR.—Washington, Pa.  
40 East Cherry Avenue

ZUCKER, SAUL J.—Newark 2, N. J.  
Kristeller & Zucker  
744 Broad Street

ZURETT, MELVIN H.—Rochester 14, N. Y.  
Brown, Zurett & Sullivan  
1020 Reynolds Arcade

## Geographical Membership List

## ALABAMA

- Anniston**  
Merrill, Hugh D., Jr.
- Birmingham**  
Blakey, James C.  
Brown, E. T., Jr.  
Cabaniss, Jelks H.  
Clark, James E.  
Dunn, Evans  
Grooms, Hobart  
Jackson, J. Kirkman  
Martin, William Logan  
Mead, J. S.  
Moss, Boyd C.  
Mudd, J. P.  
Peterson, Herbert W.  
Rives, Al G.  
Robinson, Memory L.  
Sadler, W. H., Jr.  
Simpson, James A.  
Spain, Frank E.  
Williams, Marvin, Jr.  
Yancey, George W.  
Young, Frank M.
- Dothan**  
Buntin, T. E.  
Tompkins, Oscar L.
- Gadsden**  
Dortch, William B.  
Martin, Frank J.
- Huntsville**  
Ford, Ralph H.
- Mobile**  
Adams, Robert F.  
Armbrecht, William H., Jr.
- Montgomery**  
Baker, Sam Rice  
Ball, Charles A.  
Ball, Fred S., Jr.  
Crenshaw, Files  
Crenshaw, Jack  
Garrett, James W.  
Meador, Henry C.
- Opelika**  
Denson, N. D.
- Selma**  
Pitts, William McLean  
Stewart, Edgar A.
- Tuscaloosa**  
Dominick, Aubrey  
Jones, DeVane King  
Rosenfeld, Hyman A.

## ARIZONA

- Phoenix**  
Curran, Ray W.  
Linton, Walter  
McKesson, Theodore G.  
Robinette, Ivan
- Tucson**  
Robertson, Lawrence V.

## ARKANSAS

- Blytheville**  
Reid, Max B.
- Fort Smith**  
Pryor, Thomas Brady, Jr.
- Jonesboro**  
Barrett, Joe C.
- Little Rock**  
Barber, A. L.  
Henry, E. A.  
Owens, Grover T.  
Wright, Edward L.
- Marianna**  
Daggett, C. E.
- Russellville**  
Smallwood, John M.

## CALIFORNIA

- Bakersfield**  
Petrini, James
- Long Beach**  
Ball, Joseph A.
- Los Angeles**  
Anderson, Newton E.  
Bauder, Reginald I.  
Belcher, Frank B.  
Betts, Forrest Arthur  
Blalock, James T.  
Bowers, Charles W.  
Catlin, Frank D.  
Connors, William J.  
Crider, Joe, Jr.  
Dunn, Gerold C.  
Duque, Henry  
Early, Robert E.  
Ely, Walter  
Gallagher, Lasher Barrington  
Gould, Charles P.  
Jarrett, Joseph W.  
Kearney, J. L.  
Kirtland, Richard L.  
McConnell, F. Britton  
McPharlin, Eldon V.

Moss, Sidney L.  
Reed, Fred O.  
Rotchford, Hugh B.  
Runkle, Clarence B.  
Sampson, Richard Hunt  
Schell, Walter O.  
Sheppard, James C.  
Snow, Gordon H.  
Spray, Joseph A.  
Thomas, Henry R.  
Tilson, Elber H.  
Veatch, Wayne

#### Oakland

Crosby, Carlisle C.  
Heafey, Edwin A.

#### Portuguese Bend

Day, Albert W.

#### Riverside

Allen, Robert D.

#### San Diego

Archer, James W.  
Driscoll, John Gerald, Jr.

#### San Francisco

Barfield, Charles V.  
Bronson, E. D.  
Caldwell, Lester M.  
Cooley, Arthur E.  
Creede, Frank J.  
Dana, Paul C.  
DesChamps, C. A.  
Dinkelspiel, Martin J.  
Driscoll, Lawrason  
Levit, Bert W.  
Park, Arthur A.  
Sedgwick, Wallace E.  
Wisecarver, R. P.  
Worthington, W. Frank

#### Studio City

Kuittinen, George A.

#### Ventura

Henderson, Edward

### CANADA

#### Calgary, Alberta

Fenerty, Robert Lloyd Doull, Q.C.

#### Edmonton, Alberta

Grant, Charles H., Q.C.  
Steer, George H., Q.C.

#### London, Ontario

Mitchell, George L., Q.C.

#### Montreal

Lacoste, Roger, Q.C.

#### Quebec City

Boutin, J. Pierre

#### Toronto, Ontario

Agar, Thomas J., Q.C.  
Davidson, W. C., Q.C.  
Elliot, Beverley V., Q. C.  
O'Brien, Brendan, Q. C.

Phelan, Roderick G.  
Phelan, Thomas N., Q.C.

#### Vancouver, B. C.

DuMoulin, L. St. M.  
Guild, Charles Kelly, Q.C.

#### Winnipeg, Manitoba

Aikins, G. H., Q.C.  
Guy, Robert D., Q.C.

### COLORADO

#### Denver

Bannister, L. Ward  
Barry, Hamlet J., Jr.  
Berman, H.  
Coit, Darwin D.  
Harrington, Mark H.  
January, Samuel M.  
Long, Lawrence A.  
McComb, Edgar  
Nordmark, Godfrey  
Ris, William K.  
Weller, H. Gayle  
White, Lowell  
Wood, Edward L.  
Yegge, Ronald V.  
Zarlengo, Albert E.

#### Pueblo

Bumgardner, H. Myers  
Burris, William T.

### CONNECTICUT

#### Bridgeport

Shapiro, Joseph G.

#### Hartford

Adams, Charles J.  
Berry, Joseph F.  
Cox, Berkeley  
Deegan, James F.  
Denne, R. Gregory  
Dew, W. Braxton  
Don Carlos, Harlan S.  
Downs, Walter W.  
Dully, Frank E.  
Faude, John P.  
Graham, John C.  
Hall, Robert E.  
Heard, Manning W.  
Jansen, Wilson C.  
LeRoy, Farrel J.  
Nixon, David S.  
Pelgrift, DeLancey  
Taylor, Edward I.  
Tribou, William H.  
Viering, Russell W.

#### New Haven

Tyler, Morris  
Watrous, Charles A.

#### Norwich

James, Charles V.

#### Waterbury

Upson, J. Warren

**CUBA****Havana**

Romanach, Dr. Guillermo Diaz

**DELAWARE****Wilmington**

Bennethum, William H.

Klaw, Abel

Morford, James R.

Prickett, William

**DISTRICT OF COLUMBIA****Washington**

Arth, Charles W.

Clifford, Clark M.

Frost, Norman B.

Galiher, Richard W.

Gallagher, Bernard J.

Heron, Alexander M.

Jones, Edmund L.

Lantaff, William C.

McInerney, Wilbert

Mercier, Lucien H.

Nigh, Warren

Pledger, Charles E., Jr.

**FLORIDA****Daytona Beach**

Green, Alfred A.

**Fort Lauderdale**

O'Bryan, William M.

**Fort Myers**

Franklin, J. A.

Holt, Parker

**Fort Pierce**

Parker, Otis Robert, Jr.

**Gainesville**

Clayton, E. A.

Lazonby, J. Lance

**Jacksonville**

Conroy, Francis P.

Gray, Harry T.

Howell, Charles Cook, Jr.

Howell, William M.

Markham, J. Henson

Marks, Sam R.

May, Philip S.

Milam, Arthur Y.

Osborne, H. P.

Towers, C. D.

Watts, Olin E.

**Miami**

Anderson, Robert H.

Atkins, C. Clyde

Blackwell, T. J.

Bradford, A. Lee

Brown, Clarence

Brown, C. L.

Carson, Samuel O.

Dean, Goble D.

Dejarnette, H. Reid

Dixon, James A.

Dyer, David W.

Fleming, Edward E.

Gray, William L., Jr.

Hill, A. Judson

Humkey, Walter

Julian, Leo S.

Knight, Dewey

Mershon, M. L.

Morehead, Charles A.

Powers, Samuel J., Jr.

Sawyer, Herbert S.

Scott, Paul R.

Walton, Miller

Williams, Reginald L.

**Ocala**

Ferguson, D. Niel

**Orlando**

Gurney, J. Thomas

Maguire, Raymer F.

Wells, Maxwell W.

**Panama City**

Liddon, Walker

**Pensacola**

Beggs, E. Dixie

Fisher, William

Fisher, William, Jr.

Hepner, Raymond A.

Lane, Bert H.

**St. Petersburg**

Askew, Erle B.

Barton, Robert M.

**Sanford**

Moore, John W. D.

**Tallahassee**

O'Kelley, A. Frank

**Tampa**

Allison, John M.

Ferguson, Chester H.

Fowler, Cody

Gillen, William A.

Hansbrough, J. Herndon

Kelly, T. Paine, Jr.

Reeves, G. L.

Shackleford, R. W.

Shannon, George T.

White, Morris E.

Yancey, Hervey

**Vero Beach**

Boring, J. W.

**West Palm Beach**

Earnest, Robert L.

Jones, R. Bruce

Smith, Culver

**Winter Park**

Dickie, J. Roy

**GEORGIA****Athens**

Nix, Abit

**Atlanta**

Baird, W. Neal  
 Barwick, M. Cook  
 Cody, Welborn B.  
 Frazer, James N.  
 Gambrell, E. Smythe  
 Greene, Harry L.  
 Hurt, Charles D.  
 Long, T. J.  
 Marshall, Rembert  
 Matthews, Douglas W.  
 Nall, A. Walton  
 Rankin, James King  
 Ringel, Herbert A.  
 Slaton, John M.  
 Smith, Alexander W.

**Augusta**

Fulcher, Edwin Dent  
 Heffernan, Henry J.  
 Hull, James M.

**Columbus**

Foley, Frank D.

**Macon**

Anderson, R. Lanier, Jr.  
 Jones, C. Baxter  
 Popper, Joseph W.

**Waycross**

Barnes, J. Mack

**HAWAII****Honolulu**

Beebe, Eugene H.

**IDAHO****Boise**

Eberle, J. Louis  
 Moffatt, Willis C.  
 Smith, E. B.

**Twin Falls**

Parry, R. P.

**ILLINOIS****Aurora**

Sears, Barnabas

**Bloomington**

Barry, Edward, Jr.  
 Coleman, Fletcher B.  
 Rust, Adlai H.

**Champaign**

Dobbins, R. F.

**Chicago**

Anderson, Dorman C.  
 Arrington, W. Russell  
 Beck, N. L.  
 Bloom, Herbert L.

Braun, Joseph H.  
 Breen, John M.  
 Brook, Herbert C.  
 Brown, Garfield W.  
 Bunge, George C.  
 Chalmers, William W.  
 Clausen, Donald N.  
 Close, Gordon R.  
 Conklin, Clarence R.  
 Cunningham, Fred D.  
 Dammann, J. Francis  
 DeFeo, John D.  
 Doten, Roger D.  
 Fiedler, George  
 Fisk, Burnham M.  
 French, Glendon E.  
 Gorton, Victor C.  
 Hamilton, John S., Jr.  
 Hampton, John P.  
 Hanson, Fred B.  
 Hawkins, Kenneth B.  
 Heineke, Paul H.  
 Henry, John A.  
 Hinshaw, Joseph  
 Hubbard, Reese  
 Jacobs, Wyatt  
 Keller, Paul E.  
 Kennedy, Hayes  
 Kitch, John R.  
 Klohr, Philip C.  
 Levin, Samuel  
 Lloyd, L. Duncan  
 Locke, L. J.  
 Lord, John S.  
 Luce, Robert T.  
 Matthias, Russell H.  
 McKennett, Fred A.  
 McNamara, William F.  
 Merrick, Hubert C.  
 Moore, Robert M.  
 Moser, Henry S.  
 Mulvihill, Alfred F.  
 Munson, Lester E.  
 Naujoks, Herbert H.  
 Neal, Robert R.  
 O'Brien, Matthew J.  
 Peterson, Abe R.  
 Price, Paul E.  
 Roche, Donald M.  
 Roemer, Erwin W.  
 Rowe, Royce G.  
 Schroeder, Edward H.  
 Short, Charles F., Jr.  
 Smith, Chase M.  
 Smith, William P.  
 Stipp, John E.  
 Thuma, Michael J.  
 Tressler, David L.  
 Vogel, Leslie H.  
 Vogel, Robert C.  
 Weichelt, George M.  
 Wilken, Rodney F.  
 Yates, Tom L.

**East St. Louis**

Baker, Harold G.  
 Driemeyer, Henry  
 Wagner, Paul



**Evanston**  
Sears, Burton P.

**Freeport**  
Burrell, David M.

**Kewanee**  
Welch, Thomas J.

**Mattoon**  
Kelly, Fred H.

**Peoria**  
Heyl, Clarence W.  
Hunter, Jay T.  
McLaughlin, Eugene D.  
Royster, John H.

**Rockford**  
Knight, William D.

**Rock Island**  
Hubbard, Robert L.  
Sinnott, Thomas P.  
Walker, William M.

**Springfield**  
Gillespie, Louis F.  
Hodges, Earl S.  
Schlipf, Albert C.

**Taylorville**  
Bliss, Charles E.  
Hershey, Harry B.

**Urbana**  
Leseemann, Ralph F.

**Waukegan**  
Snyder, Gerald C.

### INDIANA

**Columbia City**  
Gates, Benton Earl

**Evansville**  
Bamberger, Frederick P.  
Walker, Henry B.  
Walker, Henry B., Jr.

**Fort Wayne**  
Aiken, Arthur L.

**Hammond**  
Bamberger, Charles G.  
Tinkham, Richard P.

**Indianapolis**  
Armstrong, Vayne M.  
Boyd, Emerson  
Cooper, Harry P., Jr.  
Locke, Theodore L.  
Merrell, C. F.  
Raub, Edward B., Jr.  
Reynolds, Hugh E.  
Rocap, James E.  
White, Jacob S.

**Marion**  
Campbell, John O.

**Muncie**  
Clark, Ray W.

**New Albany**  
Orbison, Telford B.

**Rockville**  
McFaddin, John M.

**South Bend**  
Doran, M. Edward  
Farabaugh, Gallitzen A.

**Terre Haute**  
Dix, Floyd E.  
Dudley, Eaton J.

**Vincennes**  
Emison, Ewing

### IOWA

**Burlington**  
Riepe, Carl C.

**Cedar Rapids**  
Dutton, W. L.  
Randall, John D.  
Sargent, A. H.  
Shuttleworth, V. C.

**Des Moines**  
Ahlers, Paul F.  
Colflesh, R. W.  
Cooney, James Evans  
Fillmore, F. S.  
Fowler, Rex H.  
Guthrie, Thomas J.  
Hynes, John F.  
Miller, Alex M.  
Miller, Oliver H.  
Musgrave, Edgar  
Putnam, Clyde C., Jr.  
Whitfield, Allen

**Dubuque**  
Kenline, H. C.

**Mason City**  
Breese, Garfield E.  
Burlington, Don W.

**Sheldon**  
Murray, George C.

**Shenandoah**  
Keenan, Thomas W.

**Sioux City**  
Harper, H. C.  
Mayne, Wiley E.  
Shull, Deloss P.

**Waterloo**  
Beers, Glenn B.  
Reed, H. M.  
Swisher, B. F.

**KANSAS****Fort Scott**

Hudson, Douglas

**Kansas City**

Boddington, Edward M.

Gates, Lewis R.

Stanley, Arthur J., Jr.

Van Cleave, Thomas M.

**Paola**

Sheridan, Bernard L.

**Pittsburg**

Keller, A. B.

Nulton, P. E.

Wilbert, Paul L.

**Salina**

Brewster, George M.

**Topeka**

Ascough, L. M.

Baker, G. Clay

Colmery, Harry W.

Goodell, Lester M.

Meyers, Allen

Oman, Ralph

Snattinger, Irwin

Webb, Robert L.

**Wichita**

Kahrs, William A.

Patterson, J. B.

Weigand, Lawrence

**KENTUCKY****Ashland**

Dysard, W. H.

**Bowling Green**

Bell, Charles R.

**Frankfort**

Morris, Leslie W.

**Glasgow**

Redford, Carroll M.

Richardson, John E.

**Hartford**

Catinna, Walter L.

**Lexington**

Thompson, Grover C.

**Louisville**

Boehl, Herbert F.

Dawson, Charles I.

Hobson, Robert C.

Hobson, Robert P.

Morris, Charles W.

Woodward, Ernest

Woodward, Fielden

**Owensboro**

Anderson, E. B.

Bartlett, Clarence

McCarroll, Clarence

**Paducah**

Waller, T. S.

**Pikeville**

Hobson, J. P., Jr.

**LOUISIANA****Alexandria**

Ginsberg, George J.

Gist, Howard B.

Pitts, J. L.

**Bastrop**

Madison, George T.

**Baton Rouge**

Brooks, L. W.

Hardin, Calvin Evans, Jr.

Miller, Ben R.

Wilson, Maurice J.

**Lake Charles**

Anderson, Richard A.

King, Alvin O.

Plauche, A. Lane

Plauche, S. W., Jr.

Stockwell, Oliver P.

**Monroe**

Brown, Clyde R.

Davis, Ronald L.

Gunby, George

Lamkin, E. T.

Theus, Edwin K.

**New Orleans**

Adams, St. Clair, Jr.

Barnett, Walter M., Jr.

Beard, Leslie P.

Bienvenu, P. A.

Blue, George R.

Burke, Gibbons

Christovich, Alvin R.

Christovich, Alvin R., Jr.

Curtis, Henry B.

Dreux, William B.

Foster, John C.

Hammett, H. L.

Johnson, F. Carter, Jr.

Jones, Joseph Merrick

Kammer, Alfred Charles

Kearney, William J., Jr.

Kerrigan, R. Emmett

Levy, Leonard B.

Marks, Sumter D.

McCall, Harry

McClendon, William H., Jr.

Montgomery, Richard B., Jr.

Normann, Frank S.

Porteous, William A., Jr.

Sessions, Cicero

Toler, John L.

Waechter, Arthur J., Jr.  
Yancey, Benjamin W.

**Shreveport**

Browne, Percy N.  
Mayer, Charles L.

**MAINE****Augusta**

Locke, Herbert E.

**Bangor**

Mitchell, James E.

**Portland**

Berman, Jacob H.  
Mahoney, William B.  
Richardson, Forrest E.  
Whitehouse, Brooks

**Skowhegan**

Merrill, William Folsom

**Waterville**

Weeks, Thomas N.

**MARYLAND****Baltimore**

Albert, Milton A.  
Anderson, G. C. A.  
Brown, Stewart  
Cathcart, E. Kemp  
Combs, Hugh D.  
Conaway, Howard H.  
Cross, J. Harry  
Denmead, Garner W.  
Galloway, J. Stuart  
Hartman, Charles C.  
Higinbotham, Paul M.  
Jackson, John H.  
Kerr, Nelson R.  
Klein, Daniel E.  
Lilly, A. J.  
Littleton, Oliver W.  
Miller, H. Ellsworth  
Murray, Clapham, Jr.  
McCahan, Elmer B., Jr.  
Nickerson, Palmer R.  
Rollins, H. Beale  
Schisler, J. Harry  
Smith, Clater W.  
Thomsen, Roszel C.  
Tschudi, Harold  
Weech, C. Sewell

**Bethesda**

McInerney, John M.

**Brentwood**

Vaughan, Vance V.

**MASSACHUSETTS****Boston**

Allen, James P., Jr.  
Bolster, Charles Stephen  
Cook, Robert A. B.  
Henry, Leslie P.

Kearsley, Herbert J.  
LoPresti, Alfred E.  
Marryott, Franklin J.  
Moeller, Frederick A.  
Powers, Leland  
Reed, Warren G.  
St. Clair, Ashley  
Way, Alexander B., Jr.  
Willard, Ralph H.  
Yont, Laurence Dickson

**Brockton**

Carlson, Alphon N.

**Concord**

Darling, Mayo A.

**Lynn**

Foynes, Thomas N.

**Springfield**

Armstrong, Ralph A.  
Gordon, Gurdon W.  
Handy, John F.  
Long, Rowland H.

**Worcester**

Howard, Frank  
Proctor, Charles W.  
Ryan, Frank P.

**MICHIGAN****Ann Arbor**

Burke, Louis E.

**Bay City**

Brooker, James K.

**Benton Harbor**

Hammond, J. T.

**Detroit**

Alexander, E. Dean  
BeGole, Ari M.  
Buchanan, G. Cameron  
Buchanan, William D.  
Carey, L. J.  
Cary, George H.  
Cooney, William P., Jr.  
Cooper, George J.  
Coulter, Clark C.  
Crawford, Milo H.  
Davidson, Carl F.  
Dodd, Lester P.  
Eggenberger, William J.  
Erickson, Paul R.  
Jamieson, Robert G.  
Johnson, Harold A.  
Jones, William J.  
Kaess, Frederick W.  
Lacey, Ralph B.  
Lacey, Robert B.  
Laymon, Paul E.  
Mansfield, Walter A.  
Plunkett, Robert E.  
Temple, John Jay  
VanAlsbury, Donald J.  
Wardle, Frederick C.  
Wickham, William A.

**Escanaba**

McGinn, Denis

**Grand Rapids**

Allaben, F. Roland

Cholette, Paul E.

Varnum, Laurent Kimball

**Howell**

Robb, James A.

**Kalamazoo**

Dalm, Jacob A.

Jackson, H. Clair

Nims, David E., Jr.

**Lansing**

Hart, Raymond Boyd

James, Richard M.

Jennings, Clayton F.

Masters, Richard C.

Searl, William C.

**Muskegon**

Rogoski, Alexis J.

**Saginaw**

Crane, William E.

Heilman, Ferdinand D.

**MINNESOTA****Albert Lea**

Knudson, Bennett O.

**Duluth**

Atmore, George W.

Palmer, Ray G.

Reavill, R. B.

Weyl, Kenneth C.

**Mankato**

Sheran, Robert J.

**Minneapolis**

Brenner, Hugh L.

Carroll, Harold J.

Craig, Willard L.

Durham, F. H.

Freeman, William H.

Geer, Arthur B.

Mahoney, Geoffrey P.

Meagher, I. E.

Mordaunt, Roy J.

McGough, Paul J.

Noonan, Charles F.

Rich, Ernest A.

Robb, M. S.

Scallen, Raymond A.

Swanson, Alvin W.

**Owatonna**

Hamilton, J. B., Jr.

**Rochester**

O'Brien, F. J.

Schacht, William C.

**St. Cloud**

Quinlivan, Ray J.

**St. Paul**

Benson, Palmer

Cummins, Ray E.

Groetzinger, Walker

Kelley, James E.

Miley, Mortimer B.

Priest, Myrl F.

Sexton, John J.

**MISSISSIPPI****Aberdeen**

Holmes, George Maynard

**Clarksdale**

Brewer, E. Cage, Jr.

Brewer, Edward C.

**Greenwood**

Brewer, Norman C., Jr.

Odom, H. Talbot

**Gulfport**

White, W. H.

**Hattiesburg**

Roberts, M. M.

**Hazelhurst**

Henley, William S.

**Jackson**

Burns, Robert

Dunn, Vardaman S.

Eager, Pat H., Jr.

Hendrick, Leon F.

Lipscomb, Hubert S.

O'Mara, Junior

Shands, Dugas

Snow, C. B.

Thomas, Earl T.

Travis, Cecil F.

Watkins, Thomas H.

Watkins, William H.

Wells, Erskine W.

Wells, W. Calvin, III

**Laurel**

Welch, W. S.

**Meridian**

Covington, J. A., Jr.

Gillespie, Robert G.

Snow, Edward L.

Wilbourn, James Cox

Witherspoon, Gibson B.

**Oxford**

Smallwood, Robert L.

**Tupelo**

Anderson, John R.

**Vicksburg**

Dent, Robert L.

Martin, Burkett H.

**West Point**

Tubb, Thomas Jefferson

**MISSOURI****Cape Girardeau**

Oliver, Allen

**Hannibal**

Carstarphen, Harry

**Jefferson City**Blair, James T., Jr.  
Dalton, John M.**Joplin**Bond, Ray  
Scott, John W.  
Seiler, Robert E.**Kansas City**Ahlvin, Robert E.  
Bellemere, Fred  
Buck, Henry W.  
Eager, Henry I.  
Field, Lyman  
Garritty, Stanley  
Gordon, George L.  
Hoffstot, W. H., Jr.  
Kelley, Thomas D.  
Knipmeyer, Lowell L.  
Knowles, William F.  
Koontz, Paul G.  
Lantz, Marshall P.  
Linde, Clyde J.  
Morse, Rupert G.  
Murphy, John  
Parker, Leo B.  
Plummer, Albert L.  
Rhodes, Frederick Atlas  
Sanders, Lewis W.  
Shughart, Henry M.  
Smithson, Spurgeon L.  
Sprinkle, Paul C.  
Stewart, Joseph R.  
Stubbs, Tom J.  
Sweet, William P.  
Thomson, Harry P., Jr.  
Tucker, R. C.**Mexico**

Edwards, Frank B.

**Nevada**Ewing, Boyd  
Ewing, Lynn M.**Poplar Bluff**

Hyde, Robert C.

**St. Joseph**Brown, Robert A., Jr.  
Garvey, Joseph M.**St. Louis**Barnard, Herbert E.  
Ely, Robert C.  
Ely, Wayne  
Gantner, George  
Hecker, Harold F.  
Heneghan, George E.  
Hocker, Lon, Jr.  
Kenney, Francis L., Jr.  
Lucas, Wilder  
Marsalek, George Woodruff  
Mayne, Walter R.  
Moser, W. Edwin  
Nangle, John J.  
Reagan, Franklin E.  
Schwartz, Wilbur C.**Springfield**Freeman, Flavius B.  
Mann, Frank C.  
Miller, J. Weston  
Powell, Jack A.  
Stone, Aytchmonde P., Jr.  
Walter, C. Wallace  
Woolsey, Clarence O.**Trenton**

Pickett, Russell N.

**MONTANA****Billings**Crowley, Cale  
Jameson, W. J.**Butte**

Corette, Robert D.

**Glendive**

Hildebrand, Raymond

**Great Falls**

Hoffman, H. B.

**Missoula**

Boone, W. T.

**NEBRASKA****Benkelman**

Hines, Leon L.

**Chadron**

Crites, E. D.

**Falls City**

Chaney, Paul P.

**Hastings**Conway, James D.  
Stiner, L. R.



**Lincoln**

Aitken, Philip M.  
Baylor, F. B.  
Cline, Earl  
Doyle, Lewis R.  
Fraizer, C. C.  
Healey, George  
Holland, Lyle C.  
Stewart, Don W.  
Stewart, John W.

**Norfolk**

Deutsch, Frederick M.

**North Platte**

Clarke, Rush C.

**Omaha**

Barton, John L.  
Cassem, Edwin  
Crossman, Raymond M.  
DeLacy, G. L.  
Farber, John A.  
Fraser, Robert G.  
Fraser, William C.  
Gross, Daniel J.  
Horan, Philip E.  
Kuhns, Barton H.  
LeClair, Howard J.  
May, Albert E.  
Mecham, George N.  
Neely, Robert D.  
Skutt, V. J.  
Young, Raymond G.

**York**

Dougherty, John E.

**NEVADA****Las Vegas**

Graves, Madison B.

**Reno**

McLaughlin, John T.

**NEW HAMPSHIRE****Dover**

Burns, Stanley M.

**Manchester**

Devine, Maurice F.  
Wyman, Louis Eliot

**NEW JERSEY****Asbury Park**

Ascher, Edward J.

**Atlantic City**

Bolte, G. Arthur  
Cole, Maurice Y.  
Horn, Herbert

**Camden**

Carroll, Walter R.  
McCord, Sidney P., Jr.  
Orlando, Samuel P.

**Jersey City**

Carey, Robert  
Smith, Forrest S.  
Townsend, Mark, Jr.

**Morristown**

Coult, Joseph

**Mt. Holly**

Bunting, Charles T.  
Parker, Harold T.

**Newark**

Cox, William H. D.  
Enteman, Verling C.  
Foley, Gerald T.  
Kristeller, Lionel P.  
Smith, Sylvester C., Jr.  
Stickel, Fred G., Jr.  
Van Orman, Francis  
Walburg, Harry E.  
Zucker, Saul J.

**Paterson**

Evans, William W.

**Toms River**

Lederer, Robert A.

**NEW MEXICO****Albuquerque**

Rodey, Pearce Coddington

**Roswell**

Frazier, Lake Jenkins

**Santa Fe**

Gilbert, Carl H.

**NEW YORK****Albany**

Gallagher, Donald  
Pirnie, Nelson R.  
Sullivan, Bruce R.  
Sullivan, Charles B.

**Bay Shore**

Hargrave, Herbert W. J.

**Binghamton**

Fish, Charles F.  
Gouldin, Paul C.  
Ingalls, George L.  
Kramer, Donald W.  
Night, William E.

**Brooklyn**

O'Brien, Joseph F.

**Buffalo**

Baier, Milton L.  
Barth, Philip C.

Brown, Edmund S.  
Brown, Franklin R.  
Hassett, Paul M.  
Hassett, William D.  
Moule, Reid S.  
Schultz, Peter A.  
Starrett, Howard H.  
Symons, Noel S.  
Turner, Mark N.

**Dunkirk**

Woodin, Glenn W.

**Elmira**

Harpending, A. H.

**Geneva**

Ryan, James M.

**Glens Falls**

Gowan, Allan P.

**Jamestown**

Fletcher, William H., Jr.  
Wright, Clive L.

**New York City**

Beha, James J.  
Blanchet, George Arthur  
Brown, George H.  
Butler, A. Prentiss  
Butler, Charles P.  
Caverly, Raymond N.  
Cox, L. C.  
Curran, Robert Emmett  
Curtin, Thomas P.  
Delaney, William F., Jr.  
Dimond, Herbert F.  
Dodson, Torrey DeWitt  
Donovan, James B.  
Dykes, J. Ralph  
Evans, Walter G.  
Fields, Ernest W.  
Finnegan, Thomas J.  
Fluty, Holly W.  
Fredericks, Alanson Roswell  
Freeman, Mahlon A.  
Garfield, Frederick M.  
Haberman, Phillip W., Jr.  
Hamilton, Robert B.  
Hannah, Richards Wesley  
Hayum, Arthur H.  
Healy, T. J.  
Hetzler, Theodore E., Jr.  
Hyman, William A.  
Kissam, Leo T.  
Kottgen, Hector  
Malley, John J.  
Martin, William Francis  
Maurice, Stewart  
Mellen, Clarence E.  
Mendes, William B.  
Morrison, George M.  
Moses, Henry C.  
Muller, Arthur C., Jr.  
Murphy, Ray  
McCormick, Robert M.  
McElraevy, John, Jr.  
McGuirk, James J., Jr.  
McLoughlin, James J.  
Nash, J. Newton

Nichols, Henry W.  
Niehaus, John M.  
O'Malley, Thomas J.  
Orr, Alexander, Jr.  
Orr, George Wells  
Powell, Junius L.  
Rudolph, Harold W.  
Scully, Raymond J.  
Shereff, Jay  
Shumate, William L.  
Ten Eyck, Barent  
Thompson, Kenneth R.  
Topping, Price H.  
Ughetta, Casper B.  
Van Orman, Wayne  
Wagner, Richard C.  
Watters, Thomas, Jr.  
Werner, Victor D.  
Wesley, George B.  
White, Thomas E.

**Niagara Falls**

Runals, Clarence R.

**Norwich**

Lee, David F.

**Oneida**

Kiley, William D.

**Penn Yan**

Taylor, Paul Reed

**Rochester**

Block, Wilton A.  
Burns, George  
Fix, Meyer  
Morris, William H.  
Sullivan, Thomas W.  
Webster, Luther Ira  
Zurett, Melvin H.

**Rome**

O'Hara, James M.

**Schenectady**

Salmon, Del B.

**Suffern**

Teale, Alton W.

**Syracuse**

Bond, George H., Jr.  
Brown, Oscar J.  
Farnham, John H.  
Fitz Patrick, William F.  
Hughes, John H.  
Mangin, William B.  
Mawhinney, Donald M.  
Murphy, Joseph B.  
Murphy, Joseph Hawley  
McLaughlin, Edward F.  
O'Connor, James H.  
Ryan, Lewis C.  
Stratton, Hubert C.  
Sullivan, George S.

**Utica**

Bisselle, Morgan F.  
Burns, Edward J., Jr.  
Craugh, Joseph P.  
Hubbard, Moses G., Jr.

Kernan, Warnick J.  
 Monahan, Albert J.  
 O'Hara, James M.  
 Ryan, Frank J.  
 Tucker, Warren C.

#### White Plains

Dempsey, James  
 King, Oliver K.  
 O'Connor, Dennis L.

### NORTH CAROLINA

#### Asheville

Bernard, Silas G.  
 Hartshorn, Edwin S.  
 Horner, J. M., Jr.  
 Jordan, John Y., Jr.  
 Uzzell, T. A., Jr.  
 Williams, Robert R.  
 Williams, Robert R., Jr.

#### Burlington

Cooper, Thomas D.

#### Charlotte

Campbell, Hugh B.  
 Gover, C. Hundley  
 Kennedy, Frank H.

#### Durham

Haywood, Egbert L.

#### Elizabeth City

LeRoy, J. Henry

#### Fayetteville

Anderson, Henry London

#### Greensboro

Jordan, Welch  
 Moore, Beverly C.  
 Sapp, Armistead W.  
 Smith, Julius C.

#### Greenville

James, J. B.

#### Henderson

Kittrell, R. G.  
 Perry, Bennett H.

#### High Point

Haworth, Horace S.

#### Kinston

Whitaker, R. A.

#### Lumberton

Johnson, E. M.  
 McLean, Dickson

#### New Bern

Ward, D. L.

#### Raleigh

Anderson, John H., Jr.  
 Dupree, Franklin T., Jr.  
 Fletcher, A. J.  
 Ruark, Robert  
 Smith, Willis

#### Rockingham

Bynum, Fred W., Sr.

#### Rocky Mount

Winslow, Francis E.

#### Washington

Rodman, John C.

#### Wilmington

Campbell, William B.  
 James, Murray G.  
 Wright, Isaac C.

#### Winston-Salem

Hutchins, Fred S.  
 Ingle, John J.

### NORTH DAKOTA

#### Bismarck

Cox, Gordon V.  
 Young, Clyde L.

#### Devils Lake

Traynor, Mack V.

#### Fargo

Nilles, Herbert G.  
 Vogel, Philip B.

#### Grand Forks

Bangs, Philip R.

### OHIO

#### Akron

Alpeter, James E.  
 Buckingham, Lisle M.  
 Guinther, Robert  
 Kelly, William A.  
 Olds, James  
 Roderick, George T.  
 Ulman, John M.  
 Walker, Howard C.  
 Waltz, Harold Addison  
 Wise, Chester G.

#### Ashland

Gongwer, G. P.

#### Ashtabula

Shaylor, Clyde L.  
 Warren, Theodore E.

#### Bellaire

Matz, Edmund L.

#### Canton

Burt, Russell J.  
 Cope, Kenneth B.  
 Raley, Donald W.  
 Vogelgesang, Glenn W.  
 Wright, Clyde H.

#### Cincinnati

Clark, Howard B.  
 Davis, William W.  
 Hightower, H. G.  
 Marble, Harry E.

- Schneider, Philip J.  
Shaffer, Herbert  
Shohl, Walter M.
- Cleveland**  
Butler, James A.  
Canary, Sumner  
Cull, Frank X.  
Diehm, Ellis Raymond  
Horn, Clinton M.  
Jamison, Robert H.  
Kistner, John R.  
Lipscomb, Thomas E.  
McNeal, Harley J.  
Reed, Peter  
Reynolds, Sheldon S.  
Sellers, Charles W.  
Thomas, Adelbert W.  
Ulrich, Leslie R.  
VanDuzer, Ashley M.  
Weh, Robert M.  
Weston, S. Burns
- Columbus**  
Arnold, H. Bartley, Jr.  
Bennett, Hugh M.  
Doucher, Thomas A.  
Fais, Gervais W.  
Ford, Byron Edward  
Frater, George E.  
Hensel, Eugene L.  
Huggard, Richard  
Knepper, William E.  
Kramer, Lee H.  
Lane, Collis Gundy  
Leftwich, Charles W.  
McNamara, J. Paul  
Miller, Dale F.  
Parcher, Frederic C.  
Reeder, Herman W.  
Sebastian, Arthur M.  
Thornbury, P. L.  
White, Andrew J., Jr.  
Wilcox, Marshall E.  
Wiles, Arthur W.  
Winkler, John H.
- Coshocton**  
Burns, Lawrence, Jr.  
Pomerene, Warner M.
- Dayton**  
Alexander, Robert C.  
Altick, Hugh H.  
Curtner, Clifford R.  
Ebeling, Phillip C.  
Pickrel, William G.  
Rennels, Lamont N.  
Smith, P. Eugene  
Young, Robert F.
- Elyria**  
Rice, Robert H.
- Gallipolis**  
Cherrington, Henry W.
- Greenville**  
Marchal, Vernon L.
- Hamilton**  
Andrews, John D.
- Lancaster**  
Martin, George D.
- Leroy**  
Beach, Charles Gordon  
Curtis, Charles E.  
Moul, Charles E.
- Lima**  
Cable, C. M.
- Mansfield**  
Gongwer, J. H.
- Marietta**  
Noll, Robert M.
- Marysville**  
Hoopes, C. A.
- Medina**  
Weber, John A.  
Williams, Harold L.
- Middletown**  
Wilmer, G. W. A.
- New Philadelphia**  
Fisher, Cletus A.
- Portsmouth**  
Fitch, Chester P.
- Ravenna**  
Filiatrault, V. W.  
Jones, Edwin W.
- Sandusky**  
Flynn, James F.  
Py, John R.
- Shelby**  
Anderson, James Alonzo  
Belsan, Charles
- Steubenville**  
Allebaugh, Carl F.  
Cooper, Ted S.  
Francis, Marshall H.  
Irvine, John E.
- Toledo**  
Boxell, Earl F.  
Cobourn, Frank M.  
Cole, Charles J.  
Finn, William A.  
Fuller, Fred E.  
Notnagel, Leland H.  
Smith, Roger H.  
Stecher, Joseph D.  
Stichter, Wayne E.  
Warner, Milo J.
- Troy**  
Shipman, F. L.
- Van Wert**  
Landis, Milford L.

**Warren**  
Kightlinger, Paul E.

**Xenia**  
Finney, J. A.

**Youngstown**  
Emery, Norman A.  
Haynes, David C.  
Pfau, William E.  
Ranz, John H.  
Stephens, Oscar A.

## OKLAHOMA

**McAlester**  
Arnote, Walter J.

**Oklahoma City**  
Bowman, Byrne A.  
Brown, Mart  
Bulla, Merton N.  
Butler, John F.  
Cheek, Alex  
Cheek, James C.  
Crowe, V. P.  
Dudley, J. B.  
Duncan, Paul C.  
Duvall, Duke  
Fellers, James D.  
Howell, Edward  
Johnson, Russell V.  
Mock, Fred M.  
Monnet, Claude  
Pierce, Clayton B.  
Pierson, Welcome D.  
Ross, James H.  
Savage, Leonard H.  
Tolbert, Raymond A.

**Oklmulgee**  
Cochran, A. D.

**Shawnee**  
Abernathy, George C.  
Abernathy, Kenneth

**Tulsa**  
Davis, Parke  
Hudson, R. D.  
Klein, Gerald B.  
Rhodes, Chris L.  
Rucker, Truman B.  
Smith, H. L.

**Wewoka**  
Epton, Hicks

## OREGON

**Medford**  
Dames, Robert D.

**Pendleton**  
Raley, James H.

**Portland**  
Mautz, Robert T.  
Wood, Borden

## PENNSYLVANIA

**Allentown**  
Haas, Robert E.  
Snyder, Henry L.

**Beaver**  
Ray, John D.

**Bradford**  
Gallup, William D.  
Nash, Francis M.

**Butler**  
Brandon, J. Campbell  
Brandon, W. D.  
Henninger, Zeno F.

**Chambersburg**  
Strite, Edwin D.

**Chester**  
MacCarter, William J., Jr.

**Easton**  
Fox, Edward J., Jr.

**Erie**  
Brooks, John B.

**Greensburg**  
Best, R. E.

**Harrisburg**  
Bailey, William S.  
Feinour, John G.  
Storey, Douglass D.  
Wickersham, F. Brewster

**Johnstown**  
Spence, George M.

**Lancaster**  
Windolph, F. Lyman

**Norristown**  
McTighe, Desmond J.

**Philadelphia**  
Baile, Harold Scott  
Beechwood, George Eugene  
Burke, Patrick F.  
Campbell, William T.  
Conwell, Joseph S.  
Cushman, Edward H.  
Daniel, Todd  
Detweiler, George H.  
Ely, Robert B., III  
Foley, Michael A.  
Henderson, Joseph W.  
Korsan, Peter J.



LaBrum, J. Harry  
 Loesche, William H., Jr.  
 Martin, John B.  
 Mason, William Clarke  
 Maxwell, David F.  
 Mount, Thomas F.  
 Peace, William H.  
 Redeker, Harry S.  
 Swartz, C. Donald  
 Wells, Troward G.  
 White, Thomas Raeburn, Jr.  
 Williams, Ira Jewell

**Pittsburgh**

Chilcote, Sanford Marshall  
 Dalzell, R. D.  
 Jones, Thomas Lewis  
 McCamey, Harold E.  
 Miller, John L.  
 Pringle, Samuel W.  
 Reif, Ernest C.

**Reading**

Body, Ralph C.  
 Stoudt, James W.

**Rosemont**

Mungall, Daniel

**Sharon**

Cusick, Martin E.

**Sunbury**

Klein, Richard Henry  
 Knight, Harry S.

**Washington**

Wiley, John F.  
 Zelt, Wray G., Jr.

**West Chester**

MacElree, J. Paul

**RHODE ISLAND****Newport**

Haire, J. Russell

**Providence**

Boss, Henry M.  
 Conlan, Francis W.  
 Hebert, Felix  
 Kelly, Ambrose B.  
 Reynolds, Francis V.  
 Semple, Harold R.  
 Sherwood, Herbert M.  
 Worrell, Lee A.

**SOUTH CAROLINA****Charleston**

Buist, George L.  
 Moore, Benjamin Allston  
 Rivers, George L. Buist

**Columbia**

Cain, Pinckney L.  
 Nelson, P. H.

Thomas, John W., Jr.  
 Whaley, Thomas B.

**Greer**

Cox, Virgil Q.

**Spartanburg**

Carlisle, Robert M.

**SOUTH DAKOTA****Mitchell**

Robbie, Joseph H., Jr.

**Pierre**

Goldsmith, Karl

**Rapid City**

Whiting, Charles H.

**Sioux Falls**

Woods, M. T.

**TENNESSEE****Bristol**

Stant, Donald T.

**Chattanooga**

Campbell, Paul, Sr.  
 Campbell, Paul, Jr.  
 Carriger, John S.  
 Duggan, Ben O., Jr.  
 Folts, Aubrey F.  
 Miller, Vaughn  
 Moore, Alvin O.  
 Noone, Charles A.

**Clarksville**

Daniel, W. M., Jr.

**Cleveland**

Bell, J. Hallman  
 Corn, James F.

**Fayetteville**

Holman, Hubert T.

**Humboldt**

Adams, Lloyd S.

**Knoxville**

Bass, Leslie  
 Cox, Taylor H.  
 McCampbell, H. H., Jr.  
 McConnell, Robert M.  
 Poore, H. T.  
 Webb, D. C.

**Memphis**

Apperson, John W.  
 Armstrong, Walter P., Jr.  
 Braden, Emmett W.  
 Kuhn, Edward W.  
 McDonald, W. Percy  
 Nelson, Robert M.  
 Norvell, J. Woodrow  
 Taylor, Lowell

**Nashville**

Crownover, Arthur, Jr.  
 Davis, Lindsey M.

Denney, W. Raymond  
Henry, Douglas  
Manier, Miller  
McCary, Joe T.  
McGugin, Dan E.  
Watkins, Thomas G.  
White, J. Olin

Paris  
Van Dyke, James W.

## TEXAS

Abilene  
McMahon, T. J.

Amarillo  
Gibson, W. W.  
Morgan, B. L.  
Wilson, R. A.

Austin  
Brown, Jay H.  
Gay, Coleman  
Hart, James H.  
Moorhead, R. Dean

Beaumont  
Bell, Major T.  
Carrington, Edward C.  
Cecil, Lamar  
Keith, Quentin  
Marcus, David C.  
Mehaffy, James W.  
Tucker, John Graham

Big Spring  
Little, James

Dallas  
Bateman, Harold A.  
Ford, Logan  
Gardere, George P.  
Gowan, W. C.  
Grissom, Pinkney  
Head, Walton O.  
Holland, Robert B.  
Lancaster, J. L., Jr.  
Lipscomb, William  
Malone, Ralph Waldo  
Martin, Mark  
Miller, Orrin  
Porter, Fred T.  
Strasburger, Henry W.  
Thompson, Will C.  
Touchstone, Lucian  
Touchstone, O. O.  
Wassell, Thomas W.  
Williams, Claude

El Paso  
Brown, Volney M.  
Hardie, Thornton

Fort Worth  
Cantey, Emory A.  
Crowley, S. A.  
Gooch, J. A.  
Parker, G. W., Jr.

## Galveston

Levy, Adrian F.  
McLeod, V. W.  
Mills, Ballinger  
Shirley, Preston

## Houston

Arnold, W. N., Jr.  
Brown, John R.  
Brown, William Russell  
Cole, Robert L., Jr.  
Eidman, Kraft W.  
Freeman, John H.  
Gammage, Earl W.  
Gresham, Newton  
Kemper, W. L.  
Knapp, Frank J.  
Moody, L. Denman  
Morris, Larry W.  
Phillips, Thomas M.  
Sewell, Ben G.  
Underwood, J. Toll  
Wood, A. C.

## Midland

Kerr, William L.  
Smith, James T.  
Turpin, Robert M.

## Odessa

McDonald, Martelle

## San Angelo

Sutton, John F., Jr.

## San Antonio

Groce, Josh H.  
Ladon, Bernard F.  
Lang, Sylvan

## Tyler

Ramey, T. B., Jr.

## Waco

Naman, W. W.

## Wichita Falls

Jones, Harold

## UTAH

### Salt Lake City

Cannon, Edwin B.  
Hanson, Rex J.  
Moreton, Arthur E.  
Ray, Paul H.  
Shields, Dan B.

## VERMONT

### Rutland

Ryan, Charles F.

## VIRGINIA

### Arlington

Hagan, J. Foster

### Bristol

Stant, Donald T.

**Charlottesville**  
Duke, W. E.**Norfolk**  
Black, Barron F.  
Hoffman, Walter E.  
Pender, William C.  
White, Harvey E.  
Williams, Leigh D.**Richmond**  
Beverley, William Welby  
Bowles, Aubrey R., Jr.  
Epps, A. C.  
Gay, Thomas Benjamin  
Goddin, John C.  
May, John G., Jr.  
Merhige, Robert H., Jr.  
Parker, Alexander W.  
Parrish, Robert R.  
Smith, Forrest Stuart  
Wicker, John J., Jr.**Roanoke**  
Muse, Leonard G.  
Shackelford, George S., Jr.**Salem**  
Moyer, James I.**WASHINGTON****Seattle**  
Brethorst, Stephen W.  
Clarke, George W.  
Cook, Jo D.  
Gates, Cassius E.  
Kahin, George  
Karr, Payne  
Long, Stanley B.  
McKelvy, W. R.  
Morrow, Thomas L.  
Sweany, Gordon H.  
Wakefield, Claude E.**Spokane**  
Lowe, R. E.**Tacoma**  
Graham, Fred J.**WEST VIRGINIA****Bluefield**  
Hudgins, Paul S.  
Kemper, Albert S., Jr.**Charleston**  
Anderson, Wilson  
Jackson, Thomas B.  
Klostermeyer, Howard R.  
Lawson, Robert W., Jr.  
Morris, Stanley C.  
O'Farrell, William T.**Clarksburg**  
Guiher, James M.  
Robinson, Howard L.  
Stathers, William G.**Huntington**  
Marshall, E. A.**Martinsburg**  
Martin, Clarence E.  
Martin, Clarence E., Jr.**Parkersburg**  
Davis, Fred L.  
Hiteshew, H. O.**Wheeling**  
Curl, Joseph R.  
Goodwin, Russell B.**Williamson**  
Slaven, Lant R.**WISCONSIN****Appleton**  
Bradford, Alfred S.  
Parnell, Andrew W.**Beloit**  
Adams, H. W.**Fond du Lac**  
O'Neill, Edward T.**Green Bay**  
Everson, E. L.  
Trowbridge, Frederick N.**Janesville**  
Ryan, Stanley M.**Kenosha**  
Richardson, Chester D.**La Crosse**  
Bunge, J. C.  
Engelhard, L. M.  
Johns, Robert D.**Madison**  
Hart, Lawrence E.  
Jackman, W. L.  
Mathys, Clifford G.  
Schlotthauer, George McD.  
Snodgrass, Philip N.  
Sutherland, Robert J.  
Toebeas, Oscar T.**Manitowoc**  
Clark, W. J.  
Emmert, Dudley O.**Milwaukee**  
Arnold, Suel O.  
Borgelt, E. H.  
Dougherty, Glenn R.  
Gibbs, Richard S.  
Giffin, Merton H.  
Grubb, Kenneth P.  
Hayes, Gerald P.

Kasdorf, Clifford C.  
Kivett, Austin W.  
Kluwin, John A.  
Lamfrom, Leon B.  
Mehigan, Irving Patrick  
Prosser, F. H.  
Skogstad, Norman C.  
Swanstrom, Gerald M.  
Wickham, Arthur

New Richmond  
Knowles, W. P.

Oshkosh  
Dempsey, Ray C.

Racine  
Heft, Carroll R.  
Myers, S. P.  
Whaley, Vilas H.

Rice Lake  
Cameron, William A.  
Coe, Laurence S.

Sheboygan  
Salinsky, Ben E.

Stevens Point  
Joanis, John W.  
Schroeder, H. J.

Superior  
Anderson, Rudolph E.  
Sprowls, John S.

Waukesha  
Hunter, Richard N.

Wausau  
Genrich, Fred W., Jr.  
Smith, Charles F.  
Sweitzer, J. Mearl  
Terwilliger, Herbert

Wisconsin Rapids  
Graves, R. B.

## WYOMING

Cheyenne  
Kline, Arthur  
Swainson, Clarence A.